

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING
NOVEMBER 10, 2014
5:30 P.M.**

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF OCTOBER 27, 2014**
5. **PRESENTATION OF MISS MERRY CHRISTMAS AND CHRISTMAS BELLES**
 Miss Merry Christmas - Madison Claire Ackel
 Christmas Belles - Asia Allen, Kara Davis, Peyton Ebarb,
 Emily Heard, Sarah Kay Whitehead
6. **ORDINANCES - INTRODUCTION**
 - #045 Nielsen** Ordinance Approving The Granting Of A Right Of Way And Easement In Favor Of Southwestern Electric Power Company Over And Across Property Owned By The City Of Natchitoches, And Located In Sections 29 And 30, Township 9 North, Range 6 west, Natchitoches Parish, Louisiana, Approving The Form Of The Right Of Way And Easement And Further Authorizing The Mayor To Execute The Right Of Way And Easement And Any Other Related Documents; and Further Providing For Advertizing
 - #046 Mims** Ordinance Amending Ordinance. No. 015 Of 2014 With Regard To The City's Taxable Revenue Note Previously Authorized In The Amount Of Two Million Dollars (\$2,000,000) For The Purpose Of Financing A Portion Of The Cost Of Constructing And Furnishing The Proposed Natchitoches Grand Hotel, And For Paying Costs Of Issuance Of The Note; Authorizing The Mayor To Convey Certain Property Necessary In Connection With The Foregoing, And Providing For Other Matters In Connection Therewith
 - #047 Payne** Ordinance Authorizing The Mayor Of the City Of Natchitoches To Award The Bid For The Breda Town Park Project (Bid No. 0557)

#048 Stamey Ordinance Approving The Acquisition Of A Strip Of Ground On The West Side Of St. Denis Condominiums, For The Consideration Of Certain In Kind Contributions, And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute An Act Of Transfer For The Acquisition Of The Strip Of Ground And All Related Documents, To Provide For Advertising, And A Savings Clause

7. **RESOLUTIONS:**

#109 Morrow

Resolution Approving The Advertisement To Construct A New Fuel Farm At The Natchitoches Regional Airport, City Of Natchitoches LA DOTD Project No. H.011252
Bid No. 0559

#110 Stamey

Resolution Committing Funding For The Breda Town Park Renovation Project FP&C Project No. 50-MK9-06-09

#111 Nielsen

Resolution Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into An Agreement With Nowlin And Lemoine, L.L.C., Being An Amendment To That Agreement Providing For Improvements To Allow Rerouting Of Freight Deliveries In Order To Remove Encumbrance On Property On Which A Hotel Will Be Constructed

#112 Mims

Resolution Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into An Agreement With Janith C. Frederick And Emilyn M. Horton, Being An Amendment To That Agreement Providing For Improvements To Allow Rerouting Of Freight Deliveries In Order To Remove Encumbrance On Property On Which A Hotel Will Be Constructed

8. **REPORTS:** Pat Jones - Financial Report

9. **ANNOUNCEMENTS:**

- The offices of the City of Natchitoches will be closed tomorrow **Tuesday, November 11, 2014** in observance of Veterans Day.
- The City of Natchitoches offices will be closed **Thursday, November 27** and **Friday, November 28, 2014** for the Thanksgiving Holidays.
- The next scheduled City Council meeting will be held on **November 24, 2014**.

10. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, NOVEMBER 10, 2014 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, November 10, 2014 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilman Larry Payne
Councilman David Stamey
Councilwoman Sylvia Morrow

Guests: Miss Merry Christmas – Madison Claire Ackel
Christmas Belles – Asia Allen, Kara Davis, Peyton Ebarb, Emily Heard,
Sarah Kay Whitehead

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Nielsen was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the October 27, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	None
Abstain:	None

Mayor Posey thanked Eddie Harrington for his involvement with the Civil War Reenactment. All the festivities represented the Tri-Centennial well and it was a great weekend. Mr. Stamey stated it seems like there is something going on every weekend which is bringing people to Natchitoches. He then stated we have put a desirable destination together and we have to continue to do that. Mayor Posey then stated this is just a wonderful time of year for our town. He thanked everyone at Community Development for their hard work in putting together the fall decorations and flowers out around town.

Mayor Posey then congratulated St. Mary's School, Natchitoches Central High School, and Lakeview High School for making the football playoff for their divisions.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on November 10, 2014 as follows:

ORDINANCE NO. 045 OF 2014

AN ORDINANCE APPROVING THE GRANTING OF A RIGHT OF WAY AND EASEMENT IN FAVOR OF SOUTHWESTERN ELECTRIC POWER COMPANY OVER AND ACROSS PROPERTY OWNED BY THE CITY OF NATCHITOCHES, AND LOCATED IN SECTIONS 29 AND 30, TOWNSHIP 9 NORTH, RANGE 6 WEST, NATCHITOCHES PARISH, LOUISIANA, APPROVING THE FORM OF THE RIGHT OF WAY AND EASEMENT AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE THE RIGHT OF WAY AND EASEMENT AND ANY OTHER RELATED DOCUMENTS; AND FURTHER PROVIDING FOR ADVERTIZING

WHEREAS, the City of Natchitoches is the fee title owner of certain property located in Sections 29 and 30, Township 9 North Range 6 West, Natchitoches Parish, Louisiana being the property acquired by the City of Natchitoches by deed recorded May 8, 1991 at Conveyance Book 464, page 76 of the records of Natchitoches Parish, Louisiana (sometimes hereinafter "Property of the City"); and

WHEREAS FURTHER, Southwestern Electric Company has requested a right of way and easement across the property of the City for the placement of electrical and communication lines in order to provide service to customers, a copy of which is attached hereto; and

WHEREAS FURTHER, the proposed right of way and easement is shown and depicted on a sketch attached to the right of way and easement and is thirty feet in width; and

WHEREAS FURTHER, the Director of Utilities has reviewed the right of way and easement and has approved the form of same; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to authorize the Mayor of the City of Natchitoches, Lee Posey, to execute the proposed right of way and easement attached hereto as Exhibit "A", and to further take any steps necessary and proper; and

WHEREAS FURTHER, the City Council of the City of Natchitoches finds that the placement of electric power lines on the property will be of benefit to the City of Natchitoches and its citizens; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, in legal session convened as follows:

SECTION I: That the City Council of the City of Natchitoches, Louisiana, does hereby authorize and direct the Mayor, Lee Posey, to execute the Right of Way and Easement, attached hereto and to further execute any other documents necessary to create and establish a right of way and easement across a tract of land owned by the City of Natchitoches, said tract located in Sections 29 and 30 Township 9 North Range 6 West, Natchitoches Parish, Louisiana, and said easement more fully shown and depicted on the attached Exhibit "A".

SECTION II: That the Mayor, or his assignee, be and he is hereby authorized to do all

things necessary and proper to establish the easement, servitude and right of way for passage.

SECTION III: That all other ordinances or parts of ordinances in conflict are hereby revoked.

SECTION IV: THIS ORDINANCE shall take effect after publication in accordance with law.

SECTION V: That if any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision and shall not effect the remaining portions of the Ordinance which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provision herein.

RIGHT OF WAY AND EASEMENT**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

GRANTOR, **THE CITY OF NATCHITOCHES, LOUISIANA**, with mailing address of P. O. Box 37, Natchitoches, LA 71458, duly represented by its authorized agent, in consideration of one dollar paid and other good and valuable considerations, receipt of which is acknowledged, has and by these presents does grant and convey unto **SOUTHWESTERN ELECTRIC POWER COMPANY**, with offices at 6130 Union Street, Shreveport, LA 71108, its associated and allied companies and their respective successors and assigns, herein referred to as GRANTEE, a perpetual right of way and easement over, under and through a part of the following described property:

A certain tract(s) or parcel of ground, located in Section 29, Township 9 North, Range 6 West, and Section 30, Township 9 North, Range 6 West, situated in the Parish of Natchitoches, State of Louisiana, as recorded in Book 464, Page 76, under Registry No. 188605 of the Conveyance Records of Natchitoches Parish, Louisiana, as shown on the drawing marked "Exhibit A", attached hereto and made a part hereof.

With the right to construct, reconstruct, repair, replace, change the size and capacity of, modify, operate, maintain, inspect, remove, a line or lines of underground and/or overhead facilities, including, but not limited to, poles, structures, wires, cables, conduits, guys, anchors, and other fixtures and equipment as the GRANTEE may from time to time require for the distribution of electric current, and other forms of energy, and for the transmission or communication of data, audio and video information. Together with the right of ingress and egress to said right of way and easement at all times with equipment and personnel across GRANTOR'S lands for the purpose of constructing, operating and maintaining said lines and related facilities and making all necessary repairs, alterations or removal of any of its property placed thereon, provided that GRANTEE shall repair, replace, or pay for actual damages which may be the result of construction, maintenance and operation of its facilities. GRANTOR shall not construct nor permit to be constructed; any structure or building of any type or nature, including swimming pools, on or adjacent to the said easement right of way that would prevent the use or endanger the said facilities or that would cause a violation of the National Electrical Safety Code. In addition, the GRANTEE may trim, treat, cut down, or remove any trees, growth and vegetation without incurring damages (within the right of way or which could grow into the right of way) which may interfere with GRANTEE'S lines and other facilities, or with ingress and egress thereto.

To have and hold the above described easement and rights unto the GRANTEE, its successors and assigns, forever or until said right of way and easement is finally abandoned.

SIGNED AND DATED, this _____ day of _____, 2014.

WITNESSES:

Print Name: _____

Print Name: _____

THE CITY OF NATCHITOCHES, LOUISIANA

BY: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF LOUISIANA }

}

PARISH OF _____ }

}

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person(s) whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

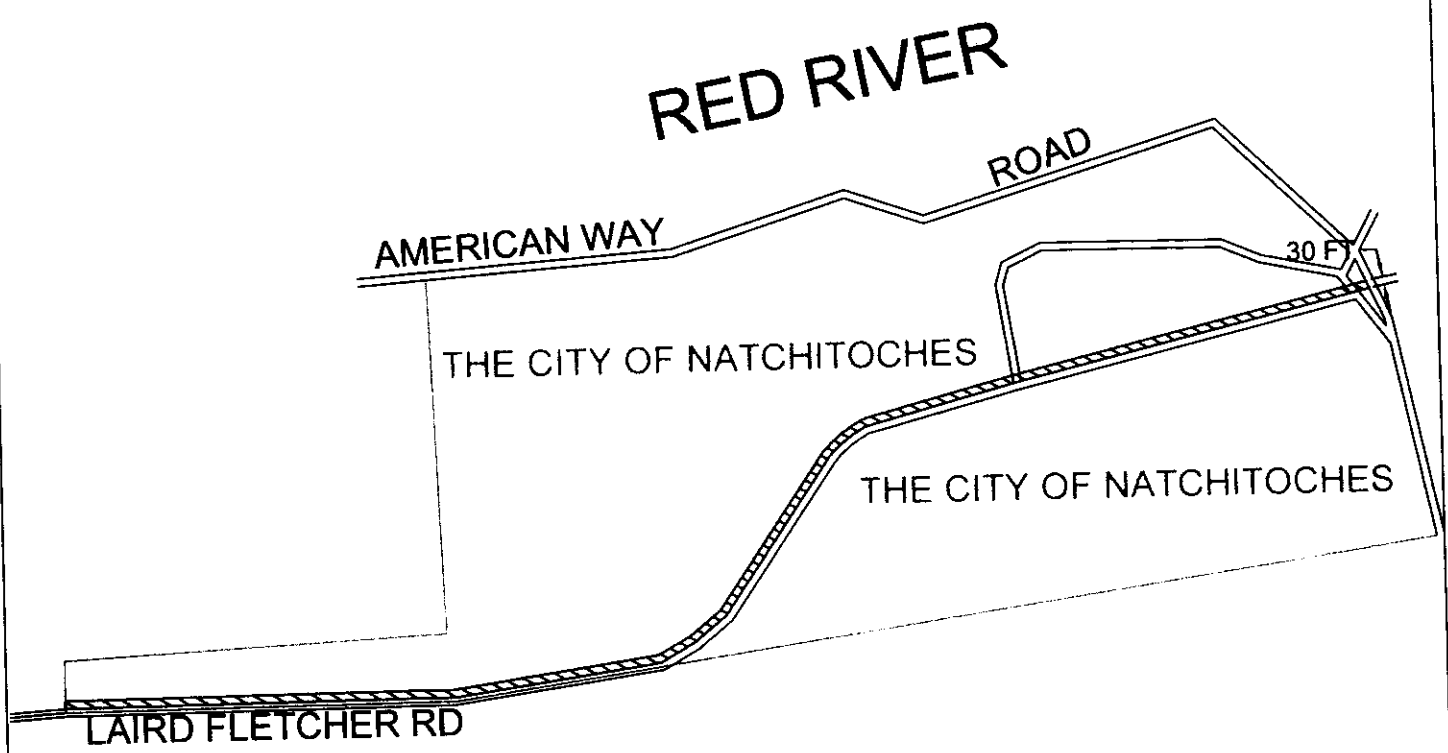
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2014.

NOTARY PUBLIC


My Commission Expires _____

EXHIBIT "A"

NATCHITOCHES PARISH, LOUISIANA
SECTION 29 & 30, T9N-R6W



- Existing Line/Pole
- Property line
- Existing R-O-W
- Installed R-O-W
- Removed R-O-W

<div> SOUTHWESTERN ELECTRIC POWER COMPANY <small>A unit of American Electric Power VALLEY DISTRICT</small></div>	Project Name: THE CITY OF NATCHITOCHES			Construction Work Center: NATCHITOCHES		
	Contact: THE CITY OF NATCHITOCHES		PH#:	WR#: 55365724		W.O.#:
	Contact:		PH#:	Sub:		Scale: N.T.S.
	Address: LAIRD FLETCHER RD			Designed By: RICKY LACAZE		Date: 10/28/14
	City: NATCHITOCHES		ST: LA	Zip: 71457		Drawn By: Sandra Potts
	NATCHITOCHES, LA		Job Description: R-O-W FOR 3 PHASE O/H PRIMARY LINE			Date: 10/28/14
			Pole#/Tag#:			

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on November 10, 2014 as follows:

ORDINANCE NO 046 OF 2014

AN ORDINANCE AMENDING ORDINANCE. NO. 015 OF 2014 WITH REGARD TO THE CITY'S TAXABLE REVENUE NOTE PREVIOUSLY AUTHORIZED IN THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000) FOR THE PURPOSE OF FINANCING A PORTION OF THE COST OF CONSTRUCTING AND FURNISHING THE PROPOSED NATCHITOCHES GRAND HOTEL, AND FOR PAYING COSTS OF ISSUANCE OF THE NOTE; AUTHORIZING THE MAYOR TO CONVEY CERTAIN PROPERTY NECESSARY IN CONNECTION WITH THE FOREGOING, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, pursuant to Section 1430, Chapter 13, of Title 39 of the Louisiana Revised Statutes of 1950 as amended (La. R.S. 39:1430) (the "Act"), and other constitutional and statutory authority supplemental thereto, the City of Natchitoches, State of Louisiana (the "City") is authorized to issue revenue bonds for any authorized purpose payable from any sources whatsoever; and

WHEREAS, the City Council of the City of Natchitoches, State of Louisiana (the "City Council"), acting as the governing authority of the City, has determined that it is in the best economic interest of the City to assist with the financing of (i) an approximately 87-room hotel facility to be located within the geographical boundaries of the City at the southeast intersection of Second St. and Lafayette St., adjacent to the Natchitoches Event Center, to be known as the Natchitoches Grand Hotel (the "Hotel Project"), and (ii) parking facilities to be developed by the City at the northwest intersection of Third St. and Lafayette St. (the "Parking Project"; the Hotel Project and the Parking Project are collectively referred to as the "Project"); and

WHEREAS, on April 28, 2014, this City Council adopted Ordinance No. 015 of 2014 authorizing the City to issue its Taxable Revenue Note, Series 2014, in the amount of Two Million Dollars (\$2,000,000) for the purpose of financing a portion of the cost of constructing and furnishing the proposed Natchitoches Grand Hotel, and for paying costs of issuance of the notes; prescribing the form, fixing the details and providing for the payment of principal of and interest on such notes and entering into certain covenants and agreements in connection with the security and payment of said notes; awarding the sale of the notes to the purchaser thereof; and providing for other matters in connection therewith; and

WHEREAS, due to a delay in the commencement of construction of the Project, the City wishes to make certain amendments to said Ordinance No. 015 of 2014 to reflect new payment dates of the Note and other technical amendments provided for herein, to approve the current forms of the Cooperative Endeavor Agreement relating to the aforesaid project, and to authorize the Mayor to convey the necessary property to the Industrial Development Board of the City of Natchitoches, Louisiana, Inc. (the "IDB");

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Natchitoches, State of Louisiana, acting as governing authority of the City of Natchitoches, State of Louisiana, that:

SECTION 1. Definitions. As used herein, all capitalized terms shall have the meanings ascribed to them in said Ordinance No. 015 of 2014, except that:

"Interest Payment Date" means June 1 and December 1 of each year, commencing June 1, 2015.

"Parking Project" shall mean the parking facilities to be constructed by the City at the northwest intersection of Third St. and Lafayette St., in the City, which are to be sold to the IDB and then leased by the IDB to the Company pursuant to the Lease Agreement.

SECTION 2. Amendments to Terms of the Note. The terms of the Note shall be as set forth in Section 2 of Ordinance 015 of 2014, except that:

(a) The Note shall be issued as a "drawdown note," with purchase price installments of the Note being paid to the City by the Purchaser in installments, pursuant to requisitions in the manner set forth in Section 3 below.

(b) On December 1, 2024 (the "Interest Rate Reset Date"), the interest rate on the Note will be adjusted to a rate equal to the Prime Rate, as published on the Interest Rate Reset Date in the "Wall Street Journal," plus one hundred and five (105) basis points, with a cap on the adjusted rate of eight percent (8%) per annum.

(c) The principal of the Note shall mature in fourteen annual installments due on December 1 of the years and in the amounts shown in the following table and as described in the following paragraph:

<u>Year</u> <u>(December 1)</u>	<u>Principal</u> <u>Installment Due</u>
2016	\$ 99,000
2017	104,000
2018	108,000
2019	113,000
2020	118,000
2021	123,000
2022	129,000
2023	134,000
2024	140,000

The remaining balance after the December 1, 2024 principal installment has been paid (\$932,000), adjusted for any prepayments on or prior to such date, will be amortized in five installments, due on December 1 of the years 2025 through 2029, inclusive, calculated on December 1, 2024 based on the adjusted interest rate determined on the Interest Rate Reset Date in the manner set forth above, so that the annual principal and interest payments in the final five years will be approximately equal.

(d) The form of the Note attached as Exhibit A to Ordinance No. 015 of 2014 shall also be amended to conform to the changes made in this Section 2.

SECTION 3. Payment of Purchase Price Installments. Purchase price installments of the Note for the payment of costs of the Hotel Project and costs of issuance shall be made by the Purchaser to the City from time to time, subject to the satisfaction of the following conditions:

(a) The initial purchase price installment shall be paid on the Delivery Date and shall be used by the City of pay costs of issuance of the Note;

(b) The balance of the purchase price shall be paid by the Purchaser upon written request of the City in a manner that will allow the Cost of the Hotel Project to be paid on a *pro rata* basis, with 25% of each payment to be paid with Note proceeds and 75% with conventional loan proceeds available to the Company.

The date and amount of each purchase price payment by the Purchaser pursuant to the foregoing shall be noted on the schedule attached to the Note, and interest on each payment shall accrue from the date of the payment.

SECTION 4. Hotel Project Fund. The Project Fund described in Section 12 of Ordinance 015 of 2014 shall be established with Mid South Bank, in Natchitoches, Louisiana "Series 2014 Hotel Project Fund " (the "Project Fund"). The City shall deposit purchase price installments of the Note to the Project Fund and such moneys will be used to pay costs of the Hotel Project and costs of issuance of the Note on a *pro rata* basis in the manner set forth in the CEA. Upon completion of the Hotel Project and the payment of all costs associated therewith, any balance in the Project Fund shall be transferred to the Debt Service Fund and used to make the next ensuing debt service payments of the Note.

SECTION 5. Cooperative Endeavor Agreement. Certain provisions of the CEA previously approved have been altered since such approval date, therefore the CEA in substantially the form attached hereto as Exhibit A is hereby approved in lieu of the form previously approved, and the Mayor or the Mayor *Pro Tempore* and the Clerk and the City, acting in their capacity as officers of the City and the District, are further authorized to execute and deliver the CEA for and on behalf of the City District, in substantially the form attached hereto as Exhibit A.

SECTION 6. Authorization to Convey Property to IDB. In connection with the transactions contemplated by the Note and the CEA, the Mayor is authorized, directed and empowered to convey to the Industrial Development Board of the City of Natchitoches, Louisiana, Inc., the property described in Exhibit B hereto, together with any and all other property, both movable and immovable, as he may in his sole discretion deem necessary in connection with the construction and financing of the Project.

SECTION 7. Management and Operations Agreement. The Mayor is further authorized, empowered and directed to execute on behalf of the City a Management and Operations Agreement for the Natchitoches Event Center, between the City and Convention Center Management, LLC, in substantially the form attached hereto as Exhibit C, together with such additional documents, certificates and instruments as he may deem necessary, upon the advice of counsel, to effect the transactions contemplated by the aforesaid agreement. The signature of the Mayor on the foregoing shall be conclusive evidence of the due exercise of the authority granted hereunder.

This Ordinance shall become effective upon signature of the Mayor, or, in the event of Mayoral veto, upon re-adoption by the Governing Authority.

THIS ORDINANCE was introduced on November 10, 2014 and published in the *Natchitoches Times* on November __, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:
NAYS:
ABSENT:
ABSTAIN:

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of __ Ayes to __ Nays this 24th day of November, 2014.

LEE POSEY, MAYOR

DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the ____ day of November, 2014 at __:__ A.M.

EXHIBIT A
to Amending Ordinance

FORM OF COOPERATIVE ENDEAVOR AGREEMENT

EXHIBIT B
to Amending Ordinance

PROPERTY DESCRIPTION

[TO COME]

EXHIBIT C
to Amending Ordinance

MANAGEMENT AND OPERATIONS AGREEMENT

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

I, the undersigned Clerk of the City Council of the City of Natchitoches, State of Louisiana (the "City Council"), do hereby certify that the foregoing constitutes a true and correct copy of an ordinance adopted by the City Council on November 24, 2014, amending Ordinance No. 015 of 2014 with regard to the City's Taxable Revenue Note previously authorized in the amount of Two Million Dollars (\$2,000,000) for the purpose of financing a portion of the cost of constructing and furnishing the proposed Natchitoches Grand Hotel, and for paying costs of issuance of the Note; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature at Natchitoches, Louisiana, on this, the 24th day of November, 2014.

(SEAL)

Clerk

EXHIBIT A
to Amending Ordinance

FORM OF COOPERATIVE ENDEAVOR AGREEMENT

COOPERATIVE ENDEAVOR AGREEMENT

dated as of December 1, 2014

by and among

the City of Natchitoches, State of Louisiana,

Natchitoches Economic Development District A, State of Louisiana,

Industrial Development Board of the City of Natchitoches, Louisiana, Inc.,

and

Natchitoches Grand Hotel, LLC

relating to the joint financing of the Sweet Magnolia Hotel
and related Parking Facilities

in the

City of Natchitoches, State of Louisiana

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* * * * *

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COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), which shall be dated for convenience of reference as of December 1, 2014, but effective on the date set forth on the signature page hereto, is by and among:

CITY OF NATCHITOCHES, STATE OF LOUISIANA (the "City"), a political subdivision of the State of Louisiana, represented and appearing herein through its Mayor and Clerk, duly authorized hereunto by virtue of ordinances adopted by the governing authority of the City on April 28, 2014, as amended on November 24, 2014, whose mailing address is 700 Second Street, Natchitoches, Louisiana 71457;

NATCHITOCHES ECONOMIC DEVELOPMENT DISTRICT A, STATE OF LOUISIANA (the "District"), a political subdivision of the State of Louisiana, represented and appearing herein through the Mayor, Mayor *Pro Tempore* and Clerk of the City of Natchitoches, duly authorized hereunto by virtue of a resolution adopted by the Natchitoches City Council, acting as governing authority of the District, on April 28, 2014, as amended on November 24, 2014, whose mailing address is 700 Second Street, Natchitoches, Louisiana 71457; and

INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF NATCHITOCHES, LOUISIANA, INC. (the "IDB"), a public corporation organized and existing under the laws of the State of Louisiana, including, without limitation, Chapter 7 of Title 51 of the Louisiana Revised Statutes of 1950 as amended (being La. R.S. 51:1151 *et seq.*) (the "IDB Act"), represented and appearing herein through its President and Secretary-Treasurer, duly authorized hereunto by virtue of a resolution adopted by the Board of Directors of the IDB on November 24, 2014, whose mailing address is P.O. Box 37, Natchitoches, Louisiana 71457;

WHO DECLARED that they are each a political subdivision or public corporation of the State of Louisiana, as applicable, and desire to avail themselves of the provisions of Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law (Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), the Cooperative Economic Development Law (Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), and the IDB Act by entering into this Agreement for the objects and purposes and under the conditions, covenants and stipulations hereinafter set forth, with

NATCHITOCHES GRAND HOTEL, LLC (the "Company"), a Louisiana limited liability company represented and appearing herein through Warren L. Reuther, Jr., manager of the Company, duly authorized hereinto by virtue of a Certificate of Authority adopted by the member(s) of the Company, whose mailing address is 68 Lakewood Place, New Orleans, Louisiana 70131.

WITNESSETH

WHEREAS, the Cooperative Economic Development Law authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the Cooperative Economic Development Law, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Cooperative Economic Development Law and other law; and

WHEREAS, pursuant to the Cooperative Economic Development Law, the City, acting through the Natchitoches City Council as its governing authority, adopted Ordinance No. 030 of 2010, on August 23, 2010, creating the District, in accordance with La. R.S. 33:9038.32, with boundaries as set forth on **Exhibit A** hereto, from which District hotel occupancy tax increments are expected to be determined and used to fund the Natchitoches #1 Economic Development District Trust Fund (the "Trust Fund"); and

WHEREAS, La. R.S. 33:9038.39 further permits such economic development districts to levy sales and use taxes and hotel occupancy taxes at a rate up to two percent (2%) for authorized purposes and, in accordance therewith, the District, acting through the Natchitoches City Council as its governing authority, adopted Ordinance No. 025 of 2011, on May 12, 2011, levying an additional hotel occupancy tax of two percent (2%) in the District (the "EDD Tax"); designating the full amount of the EDD Tax as the tax increments in the District from which local tax increments will be determined and used to finance economic development projects in the District in accordance with and as authorized by the Cooperative Economic Development Law; designating the initial annual baseline collection rate and establishing a monthly baseline collection rate for the District; pledging and dedicating such tax increments to reimburse economic development costs and providing for other matters in connection with the foregoing; and

WHEREAS, the proceeds of the EDD Tax (after paying the reasonable and necessary costs and expenses of collection and administering the EDD Tax), will be paid into the Trust Fund and are dedicated and will be used to pay the costs of economic development projects, as defined in the Cooperative Economic Development Law, particularly in La. R.S. 33: 9038.34(M) and La. R.S. 33:9038.36; and

WHEREAS, the City, the District and the IDB have determined that it is in the best interest of each of such entities to assist the Company with the financing of (i) an approximately 87-room hotel facility to be located within the geographical boundaries of the City at the southeast intersection of Second St. and Lafayette St., adjacent to the Natchitoches Event Center, to be known as the Sweet Magnolia Hotel (the "Hotel Project" as further defined herein), and (ii) parking facilities to be constructed by the City at the northwest intersection of Third St. and Lafayette St. (the "Parking Project" as further defined herein; the Hotel Project and the Parking Project are collectively referred to as the "Project"); and

WHEREAS, the Hotel Project has been and/or will be developed by the Company and partially financed by the Company through (i) a commercial bank loan in the amount of \$6,000,000, (ii) equity to be contributed by the Company, (iii) the issuance by the City of its

\$2,000,000 Taxable Revenue Note, Series 2014 (the "Note"), the proceeds of which will be provided by the City to the Company for the purpose of paying a portion of the costs of the Hotel Project, and (iv) possibly the issuance of bonds by the IDB on behalf of the Company; and

WHEREAS, at the request of the Company the City has agreed to construct parking improvements constituting the Parking Project in substantially the same style and design as the existing Natchitoches Events Center parking area that is located across Third Street from the Parking Project, for the purpose of providing parking for guests and customers of the Hotel Project; and

WHEREAS, the City, the District and the IDB have determined that the Hotel Project (i) is likely to result in a substantial impact on the number and size of events to be booked at the Event Center and an increase in the number of visitors to the City, thus benefitting area restaurants, retail shops, tourist service businesses, other lodging establishments and the Louisiana Sports Hall of Fame, and (ii) benefits to the City and the Parish of Natchitoches, State of Louisiana (the "Parish"), as a result of additional tax revenues generated by additional economic activity, increased property values and increased employment; and

WHEREAS, the Project will initially be owned by the IDB and leased by the IDB to the Company pursuant to a Lease Agreement and Agreement to Issue Bonds (the "Lease Agreement"), and the Project will be managed and operated by the Company; and

WHEREAS, pursuant to the Lease Agreement, the Company will make, among other payments as specified herein or in the Lease Agreement, rental payments to the IDB with respect to the Hotel Project that will be approximately equal to the amount of *ad valorem* taxes that would otherwise have been payable with respect to the Hotel Project (the "IDB Annual Payment") each year during the term of the Lease Agreement; and

WHEREAS, pursuant to the Lease Agreement, the Company will be further obligated to make an annual rental payment to the IDB with respect to the Parking Project in the specific amounts set forth in Section 4.03(b) below (the "Parking Lot Rental Payment") each year during the term of this Agreement; and

WHEREAS, pursuant to La. R.S. 39:1430 and other constitutional and statutory authority supplemental thereto, the City is authorized to issue revenue bonds for any authorized purpose payable from any sources whatsoever; and

WHEREAS, the City will assist in the financing of the acquisition, construction and equipping of the Project through the issuance of the aforesaid Note; and

WHEREAS, the Note will mature approximately fifteen (15) years from its date of issue, and the term of this Agreement shall be coterminous with the term of the Note; and

WHEREAS, the Note will be secured by and payable from, the following in the order listed (i) the IDB Annual Payment, (ii) the Annual Pledged Increment (defined herein) and (iii) Excess Revenues (defined herein) of the City, and the proceeds of the IDB Annual Payment and the Annual Pledged Increment shall be provided by the IDB and the District, respectively, to the

City. pursuant to this Agreement, for the purpose of paying debt service on the Note when due in accordance with the estimated debt service schedule attached hereto as Exhibit C; and

WHEREAS, to the extent the IDB Annual Payment and the Annual Pledged Increment are insufficient to pay debt service on the Note in any year, the City shall use Excess Revenues for the remainder of such debt service payments; and

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, *et seq.*) (the "Local Services Law"), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement, the promotion and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

WHEREAS, under the Local Services Law, such arrangements may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purposes of the agreement, and such agreements may include but are not limited to activities concerning the construction or acquisition or improvement, and operation, repair and maintenance of public projects or improvements; and

WHEREAS, the Cooperative Economic Development Law provides that local governmental subdivisions (including municipalities, public corporations and other public entities) may cooperate or engage in cooperative endeavors providing for cooperative financing of economic development projects with other local governmental subdivisions or with any other private or public entity or person, for the purpose of aiding in cooperative development, all as defined in the Cooperative Economic Development Law; and

WHEREAS, Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and specifically La. R.S. 9038.35 provides that any local governmental subdivision, economic development corporation, tax increment finance district, or other authorized entity electing to carry out the purposes of such Chapter 27 may enter into a joint venture or cooperative endeavor for a public purpose with one or more districts to utilize all or a portion of tax increments in order to jointly finance or refinance in the manner provided for in such Chapter one or more economic development projects located within such district areas;

NOW, THEREFORE, the City, the IDB, the District and the Company each agree to perform their respective obligations under this Agreement in accordance with the conditions,

covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

"Agreement" shall mean this Cooperative Endeavor Agreement as it may be amended or modified from time to time or at any time in accordance with the terms hereof.

"Annual Base" shall mean the aggregate amount of EDD Tax collected in the District during the most recently completed Fiscal Year prior to the Effective Date of the EDD Tax, which has previously been determined to be zero dollars (\$0).

"Annual Increment" shall mean the amount by which the EDD Tax collected during any Fiscal Year exceeds the Annual Base. The Annual Increment shall consist of and equal the aggregate of all Monthly Increments during each applicable Fiscal Year. Since the Annual Base is zero dollars (\$0), the Annual Increment will be 100% of the collections of the EDD Tax collected by the District each year after the effective date of this Agreement.

"Annual Pledged Increment" shall mean that amount of the Annual Increment collected specifically at the Hotel Project.

"City" shall mean the City of Natchitoches, State of Louisiana.

"Company" shall mean Natchitoches Grand Hotel, LLC, a Louisiana limited liability company, and its successors and assigns, being the initial developer and operator of the Project.

"Conventional Lender" means Mid-South Bank, in the City of Natchitoches, Louisiana, which will make a conventional loan to the Company in the amount of \$6,000,000 for the purpose of financing a portion of the Hotel Project.

"Cooperative Economic Development Law" shall mean Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, *et seq.*).

"Cost of the Hotel Project" shall mean, with respect to the contribution to the Hotel Project by the City, the District and the IDB, an amount of the costs of acquiring, constructing, installing, equipping and furnishing the Hotel Project that will be paid from the Net Proceeds of the Note. It is understood that the Net Proceeds of the Note will pay only a portion of the overall cost of the Hotel Project, which is estimated to be approximately \$9,800,000 as shown on **Exhibit B** hereto (which includes \$300,000 as the estimated value of the Hotel Project site).

"District" shall mean the Natchitoches Economic Development District A, State of Louisiana, the boundaries of which are shown on **Exhibit A** hereto, and any expanded geographical area as the governing authority of the City shall designate by ordinance following

the Effective Date in accordance with the Cooperative Economic Development Law. Notwithstanding the terms of Section 6.11 hereof, no amendment to this Agreement or to **Exhibit A** hereto shall be required in the event the City expands the District's boundaries to encompass adjacent areas.

"Economic Development Project" shall mean, without limitation, any and all projects suitable to any industry determined by the City and the District, to create economic development, including, without limitation, public works and infrastructure and projects to assist the following industries within the meaning of Article VI, Section 21 of the Louisiana Constitution of 1974:

- (a) Industrial, manufacturing, and other related industries.
- (b) Housing and related industries.
- (c) Hotel, motel, conference facilities, and related industries.
- (d) Commercial, retail, and related industries.
- (e) Amusement, places of entertainment, theme parks, and any other tourism-related industry.
- (f) Transportation-related industries.
- (g) Hospital, medical, health, nursery care, nursing care, clinical, ambulance, laboratory, and related industries.
- (h) Any other industry determined by the local governmental subdivision or issuer of revenue bonds, as appropriate, whose assistance will result in economic development.

"EDD Payment Obligation" shall mean the obligation of the District to pay to the City the proceeds of the Annual Pledged Increment each year during the term of this Agreement, as described in Article IV hereof, for the purpose of paying a portion of debt service on the Note.

"EDD Tax" shall mean the 2% hotel occupancy tax levied by the District pursuant to Ordinance No. 020 of 2011, adopted by the Natchitoches City Council on May 12, 2011, and collected on the occupancy of hotel rooms, motel rooms and overnight camping facilities, including campgrounds in the District, as it may be amended from time to time, or any other appropriate provision or provisions of law, as amended.

"Effective Date of the EDD Tax" shall mean June 1, 2011, being the date on which the levy of the EDD Tax became effective.

"Excess Revenues" shall mean the excess revenues of the City above statutory, necessary and usual charges.

"Fiscal Year" means the City's one-year accounting period as determined by the governing authority of the City, currently the year ending May 31 of each year.

"Hotel Project" means acquisition, construction and equipping of an approximately 87-room hotel facility to be located within the geographical boundaries of the City, at the southeast

intersection of Second St. and Lafayette St., and adjacent to the Natchitoches Event Center, to be known as the Sweet Magnolia Hotel, as more particularly described in **Exhibit B** hereto, together with all additions thereto and substitutions therefor and includes those buildings, structures, fixtures, furnishings and equipment, including any structures, fixtures, furnishings and related property comprising a portion of the Hotel Project, and is further defined as all property (both movable and immovable) owned by the IDB and leased to the Company herein which is not otherwise included in the definition of Hotel Project, excluding the Parking Project.

"IDB" means the Industrial Development Board of the City of Natchitoches, Louisiana, Inc.

"IDB Act" means Chapter 7 of Title 51 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 51:1151, *et seq.*).

"IDB Payment Obligation" shall mean the obligation of the IDB to pay to the City the proceeds of the IDB Annual Payment each year during the term of this Agreement for the purpose of paying a portion of debt service on the Note.

"IDB Annual Payment" shall mean the annual payment made by the Company to the IDB with respect to the Project equal to \$142,430, pursuant to Section 4.03(a) of the Lease Agreement, to be paid by the Company to the City for the account of the IDB and used by the City for the purpose of paying a portion of the debt service on the Note.

"Lease Agreement" means the Lease Agreement and Agreement to Issue Bonds dated as of December 1, 2014, between the IDB and the Company.

"Month" shall mean a calendar month.

"Monthly Base" shall mean the monthly amount of EDD Tax collected by the District from the EDD Taxes prior to the Effective Date of the EDD Tax, which has been determined to be zero dollars (\$0).

"Monthly Collection" shall mean the EDD Tax collected by the District during each Month of the Term.

"Monthly Increment" shall mean the amount by which the Monthly Collection exceeds the Monthly Base. Since the Monthly Base is zero dollars (\$0), the Monthly Increment will be 100% of the collections of the EDD Tax collected by the District each Month.

"Monthly Pledged Increment" shall mean that amount of the Monthly Increment collected specifically at the Project.

"Net Revenues of the EDD Tax" shall mean all revenues of the EDD Tax received by the District from the collector(s) thereof.

"Net Proceeds of the Note" shall mean the proceeds of the Note (\$2,000,000) that constitute the City's contribution to the Cost of the Hotel Project.

"Note" shall mean the City's Taxable Revenue Note, Series 2014, issued on ____ (to come) ____, 2014, pursuant to the Note Ordinance, in the original aggregate principal amount of \$2,000,000 for the purpose of financing a portion of the Cost of the Hotel Project.

"Note Ordinance" means Ordinance No. 015 of 2014 adopted by the City Council on April 28, 2014, as amended by Ordinance No. ____ of 2014 adopted by the City Council on November 24, 2014, pursuant to which the Note is issued, as the same may be further amended or supplemented from time to time.

"Parking Project" means the parking facilities to be constructed by the City according to plans and specifications satisfactory to the Company, at the northwest intersection of Third St. and Lafayette St., in the City, which are to be leased to the Company pursuant to the Lease Agreement, and which shall be constructed by the City in substantially the same style and design as the existing Natchitoches Events Center parking area that is located across Third Street from the Parking Project.

"Parking Project Rental Payment" shall mean the annual rental payment made by the Company to the IDB with respect to the Parking Project, as provided for in Section 4.03(b) of the Lease Agreement, which shall be payable annually directly to the City for the account of the IDB, pursuant to Section 4.05 of the Lease Agreement and pursuant to this CEA.

"Project" means, collectively, the Hotel Project and the Parking Project.

"Term" shall mean the term of this Agreement as set forth in Section 2.10 hereof.

"Trust Fund" shall mean Natchitoches #1 Economic Development District Trust Fund established pursuant to La. R.S. 33:9038.34(O) and Section 2 of Ordinance No. 030 of 2010, which constitutes a special trust fund for the furtherance of economic development projects into which the Annual Increment will be deposited and loaned, granted, donated or pledged in furtherance of economic development projects.

SECTION 1.02. Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

ARTICLE II

REPRESENTATIONS OF THE CITY, THE DISTRICT AND THE IDB

SECTION 2.01. Authority. The City, the District and the IDB have all requisite power pursuant to the Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law, the Cooperative Economic Development Law and the IDB Act to enter into this Agreement and perform their obligations hereunder, and there are no contracts or obligations in conflict herewith.

SECTION 2.02. Collections. The City and the District hereby represent, in reliance upon advice of legal counsel and representations of the City's Chief Financial Officer, that current law and the current internal collection process of the City are adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the EDD Tax.

SECTION 2.03. Accuracy of Base Collections. The City and the District hereby covenant and represent that the Monthly Base and Annual Base as defined herein are accurate in all material respects.

SECTION 2.04. EDD Payment Obligation. The District hereby acknowledges that the Annual Pledged Increment is pledged and dedicated by this Agreement for the purpose of assisting the City to finance a portion of the Hotel Project through the issuance of the Note, and that any deviation by the District from the terms of this Agreement with respect to the EDD Payment Obligation could result in a substantial impairment of the City's ability to repay the Note. The District agrees to take no action or to fail to take action expressly or fairly implied hereunder which could reasonably be considered to jeopardize the payment of the Annual Pledged Increment to the City for the purposes stated in Section 14 of the Note Ordinance.

SECTION 2.05. IDB Payment Obligation. The IDB hereby acknowledges that the IDB Annual Payment is pledged and dedicated by this Agreement for the purpose of assisting the City to finance a portion of the Hotel Project through the issuance of the Note, and that any deviation by the IDB from the terms of this Agreement with respect to the IDB Payment Obligation could result in a substantial impairment of the City's ability to repay the Note. The IDB agrees to take no action or to fail to take action expressly or fairly implied hereunder which could reasonably be considered to jeopardize the payment of the IDB Annual Payment to the City for the purposes stated in Section 14 of the Note Ordinance. Although not specifically pledged to the repayment of the Note, it is understood that the Parking Project Rental Payment is intended to be used by the City to pay debt service of the Note, or to prepay principal of the Note.

SECTION 2.06. Scope of Hotel Project. The Project will require the Company to incur significant infrastructure and other development costs that are within the scope of the definition of "Economic Development Project" in the Cooperative Economic Development Law and will equal or exceed the Cost of the Hotel Project as described in **Exhibit B** hereto.

SECTION 2.07. Public Hearing and Approval. The Natchitoches City Council has (i) conducted a public hearing relative to the creation of the District and the levy therein of the EDD Tax, (ii) created and designated the District and levied the EDD Tax therein, and (iii) on behalf of the City and the District, approved the execution and delivery of this Agreement in the Note Ordinance. The Board of Directors of the IDB has further approved the execution and delivery of this Agreement.

SECTION 2.08. No Suits. Except as may be otherwise disclosed in writing, to the best of the knowledge of the City, the District and the IDB, there is no action suit, investigation or proceeding pending or threatened against the City, the District or the IDB, before any court, arbitrator, or administrative or governmental body, nor any uninsured obligations of the City, the District or the IDB or which might adversely affect the ability of the City, the District or the IDB to comply with their respective obligations hereunder or in connection with the transactions

contemplated hereby, relative to this Agreement, the EDD Payment Obligation and the IDB Payment Obligation, as applicable.

SECTION 2.09. This Agreement not Intended to be Indebtedness. Although the Company, the City, the District and the IDB may issue bonds or incur other indebtedness relating to the Hotel Project (and the City will issue the Note and the Company will enter into a loan from the Conventional Lender), the essence of the undertakings of the Company, the City, the District and the IDB in this Agreement is for the Company, the City, the District, the IDB and the Company to work cooperatively to finance the Cost of the Hotel Project. The undertakings of the Company, the City, the District and the IDB described specifically in this Agreement do not represent and are not intended to create any indebtedness on the part of the Company, the City, the District or the IDB, since such undertakings of the Company, the City, the District and the IDB do not involve any loan of moneys or assets of the Company, the City, the District or the IDB or *vice versa*, nor the issuance of any indebtedness by the Company (other than the loan from the Conventional Lender), the City (other than the Note), the District or the IDB, but only for the cooperative use of the revenues of the EDD Tax, the IDB Annual Payment and the Parking Project Rental Payment for the purposes described herein.

SECTION 2.10. Term of this Agreement. This Agreement shall be effective upon execution by all the parties hereto and shall terminate on the date of the payment in full of the Note, whether by maturity, redemption, purchase or acceleration.

ARTICLE III

COOPERATIVE ENDEAVOR OBLIGATIONS

SECTION 3.01. General Description of the Cooperative Endeavor. In order to effect the acquisition, construction and equipping of the Hotel Project, the City agrees that it will convey to the IDB clear and merchantable title to the Hotel Project and the Parking Project described in Exhibit B hereto. Thereupon, the IDB will lease the Hotel Project and the Parking Project to the Company pursuant to the Lease Agreement.

At approximately the same time, the Company will enter into a conventional loan in the amount of \$6,000,000 with the Conventional Lender, for the purpose of financing the Hotel Project and the City will issue and deliver the Note in the amount of \$2,000,000 to City Bank & Trust Co., in Natchitoches, Louisiana, upon payment of the initial draw of the purchase price of the Note.

The proceeds of the Note will be deposited into an account to be established for such purpose by the City with the Conventional Lender and the proceeds of the Note will be used to pay costs of the Hotel Project on a pro rata basis with proceeds of the aforesaid conventional loan, in the manner set forth in Section 4.01 below.

The Company will grant a leasehold mortgage on the Hotel Project and the Parking Project to the Conventional Lender to secure its obligation to repay the aforesaid conventional loan, and the City and the IDB hereby acknowledge and consent to the granting of such leasehold mortgage.

The Company will also make the IDB Annual Payment and the Parking Project Rental Payment described in Sections 4.03(a) and (b) of the Lease Agreement, as well as the other rental payments described in Section 4.03(c) of the Lease Agreement. The Company will pay the IDB Annual Payment and the Parking Project Rental Payment directly to the City for the account of the IDB in the manner set forth in Section 4.05 of the Lease Agreement and pursuant to Section 4.02 of this Agreement, and the City will apply the IDB Annual Payment to the payment of a portion of the annual debt service of the Note, which is estimated on Exhibit C hereto. Annual debt service of the Note will also be paid from the Annual Pledged Increment and from any excess of annual revenues of the City over statutory, necessary and usual charges so that the debt service payments set forth on Exhibit C are made in a timely manner. The City will apply the IDB Annual Payment and the Annual Pledged Increment solely to the payment of principal and interest of the Note, or for the prepayment of principal of the Note, provided that it is understood that the Parking Project Rental Payments may be used by the City to pay debt service of the Note or for any lawful purpose.

Upon payment in full of all amounts due under the Note, and satisfaction of the other conditions set forth in the Lease Agreement and in this Agreement, the IDB will convey title to the Project to the Company as provided in Article X of the Lease Agreement upon exercise by the Company of its option to purchase the Project. The purchase price of the Project shall be transferred by the IDB to the City.

SECTION 3.02. Relating to Article VII, Section 14 of the Louisiana Constitution. In entering into this Agreement it is not the intent of the City, the District, the IDB or the Company to enter into a gratuitous transfer of public funds because such parties expect that acquisition, construction and installation of the Project will be an "Economic Development Project" within the meaning of La. R.S. 33:9038.34, and that they will each receive something of value in return for the performance of their obligations hereunder, which is:

- (a) in the case of the City, the promotion of economic development in the City, the creation of jobs, enhancement of the property tax and sales tax base of the City, an increase in the number of hotel rooms and parking spaces available in the City and the promotion of tourism therein, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the City;
- (b) in the case of the District, the promotion of economic development in the District, the creation of jobs, the enhancement of the property tax and sales tax base of the District, an increase in the number of hotel rooms and parking spaces available in the District and the promotion of tourism therein, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the District;
- (c) in the case of the IDB, the promotion of economic development in the IDB, the creation of jobs, the enhancement of the property tax and sales tax base of the IDB, an increase in the number of hotel rooms and parking spaces available in the IDB and the promotion of tourism therein, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the IDB;

- (d) in the case of the Company, assistance with the construction of the Hotel Project and the Parking Project, which would not be feasible without such assistance.

Additionally, the City, the District, the IDB and the Company will have reciprocal obligations relating to the satisfaction of the additional requirements set forth herein with respect to the allocation, expenditure and use of the Net Revenues of the EDD Tax and the proceeds of the IDB Annual Payment.

The City, the District and the IDB further find and determine that (a) each of the City, the District and the IDB have the legal authority to enter into this Agreement, (b) the Project will be an Economic Development Project within the meaning of the Cooperative Economic Development Law that creates a public benefit, specifically the creation of jobs, the enhancement of the property tax and sales tax base of the City and the District, an increase in the number of hotel rooms and parking spaces and the promotion of tourism, proportionate to its cost and (c) there is a reasonable expectation on the part of the City, the District and the IDB of receiving at least equivalent value in exchange for the use of the Net Revenues of the EDD Tax and the IDB Annual Payment to reimburse the City for the Cost of the Hotel Project.

SECTION 3.03. Collection Process. The EDD Tax shall be collected, accounted for and remitted by the Natchitoches Tax Commission (or its successor) in the same manner as other hotel occupancy taxes are collected in the City.

SECTION 3.04. Transfer of Funds. (a) It shall be the continuing duty of the District to deposit the Monthly Increment into the Trust Fund no later than the last business day of the month during which such funds are made available to the District by the Natchitoches Tax Commission, which is the collector of the EDD Tax. Upon completion of the Hotel Project, it shall be the duty of the District to determine the amount of the Monthly Increment that has been collected specifically at the Hotel Project (which equals the Monthly Pledged Increment), and to timely transfer an amount equal to the Monthly Pledged Increment to the City for payment of debt service on the Note when due and for the other purposes set forth in Section 14 of the Note Ordinance.

(b) It shall be the continuing duty of the City to collect the IDB Annual Payment and the Parking Project Rental Payment from the Company in accordance with the Lease Agreement, for the City to use for payment of debt service on the Note when due and for the other purposes set forth in Section 14 of the Note Ordinance.

(c) The City shall deposit the Monthly Pledged Increment, the IDB Annual Payment and the Parking Project Rental Payment to the funds and accounts established in Section 13 of the Note Ordinance solely for the purposes stated in Section 14 of the Note Ordinance.

SECTION 3.05. Calculations. Collections of the EDD Tax received by the District in any Month as a result of audits shall be treated as current collections for such Month for purposes of this Agreement.

If it is determined that for any period of time less revenues of the EDD Tax have been transferred from the Trust Fund to the City pursuant to Section 3.04(a) than were due, for whatever reason, the District shall direct an adjustment in order that the shortfall or over-

collection of revenues due to the District for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment, provided that the District shall not be obligated to use any funds for adjustments of underpayments to the City other than from Net Revenues of the EDD Tax.

SECTION 3.06. Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of the affected parties hereto, as well as a certificate of the City setting forth a determination by the City that, taking into account all relevant facts and circumstances, including, if and to the extent the City deems appropriate, an opinion of counsel as to legal matters and other consultants and advisors, such action will not have a material adverse effect on the interest of the City or its assignee(s) in the EDD Payment Obligation and the IDB Payment Obligation.

ARTICLE IV

REIMBURSEMENT OF COSTS OF THE PROJECT AND REPAYMENT OF THE NOTE

SECTION 4.01. Construction and Installation of the Hotel Project. (a) The Company has and will use its best efforts to acquire, construct and equip the Hotel Project for a total estimated cost of approximately \$9,800,000 (which includes \$300,000 as the estimated value of the Hotel Project site), as set forth in **Exhibit B**, and estimates that the Hotel Project will be placed in service on or about November 1, 2015. The Company shall construct and install the Hotel Project with funds provided in the following order:

- (i) FIRST, the \$1,500,000 of equity funds furnished by the Company shall be expended, then
- (ii) NEXT, the \$6,000,000 of loan proceeds from the Conventional Lender and \$2,000,000 proceeds of the Note shall be expended on each of the remaining costs of the Project on a proportional basis as follows: 75% loan proceeds and 25% proceeds of the Note.

It is contemplated that the City shall reimburse the Company for up to \$2,000,000 of Costs of the Hotel Project, limited to the proceeds of the Note, in accordance with this Article IV. The City shall budget for such expenditures in its budget for the Fiscal Year ending May 31, 2015 (and subsequent years, if necessary).

(b) Actual costs of the Hotel Project to be reimbursed by the City to the Company (or paid directly to contractors, subcontractors or suppliers) pursuant to this Agreement, not to exceed the Net Proceeds of the Note, shall be documented to the City by the Company in the same form as may be required by the Conventional Lender in connection with its conventional loan to the Company. Approval by the Conventional Lender of the actual costs of the Hotel Project submitted to the Conventional Lender and the City shall constitute approval by the City of such actual costs. The Company agrees to furnish such additional documentation to the City as may be required in connection the City's annual audited financial statements or as may be

required by the Legislative Auditor or in connection with the examination or review of the use of Note proceeds by any governmental agency having jurisdiction over such matters.

(c) THE CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO REIMBURSE THE COMPANY FOR ANY COST OF THE PROJECT FROM ANY SOURCE OTHER THAN THE PROCEEDS OF THE NOTE.

Reasonable variations in the amounts allocable to the various expenditure line items shown in **Exhibit B** are allowed, provided that the total Cost of the Hotel Project to be reimbursed to the Company pursuant to this Agreement shall be absolutely limited to the Proceeds of the Note.

SECTION 4.02. Payment Obligations of the District and the IDB. The District agrees that it will pay all of the revenues of the EDD Tax to the City at least monthly, or cause the Natchitoches Tax Commission or its successor to pay such moneys directly to the City, for deposit to the Trust Fund, and that it will further transfer the Annual Pledged Increment to the City, at least monthly as received and accounted for, for use by the City as set forth in Section 14 of the Note Ordinance. The District hereby authorizes the Director of Finance of the City to withdraw an amount equal to the Annual Pledged Increment from the Trust Fund and transfer to the funds and accounts established in the Note Ordinance from time to time in order to meet the District's obligation under this paragraph.

Pursuant to Section 4.05 of the Lease Agreement, the Company will pay the IDB Annual Payment and the Parking Project Rental Payment directly to the City for the account of the IDB, for use by the City as set forth in Section 14 of the Note Ordinance.

SECTION 4.03. Payment Obligation; Budgeting. The City, for itself on behalf of the District, shall budget, receipt for and expend the Net Revenues of the EDD Tax, which includes the Annual Pledged Increment, the IDB Annual Payment and the Parking Project Rental Payment, as follows:

(a) The City, for itself and on behalf of the District, shall budget for each Fiscal Year, beginning with the Fiscal Year ending May 31, 2015, the anticipated revenues and expenditures of the EDD Tax, the IDB Annual Payment and the Parking Project Rental Payment for such Fiscal Year.

(b) The City, on behalf of the District, shall budget 100% of the Net Revenues of the EDD Tax for each Fiscal Year for deposit into the Trust Fund, and will further budget an amount of the Net Revenues of the EDD Tax that is at least equal to the Annual Pledged Increment to be transferred from the Trust Fund to the City and used to pay a portion of the debt service on the Note or for the other purposes set forth in Section 14 of the Note Ordinance, provided, however, that 100% of the EDD Tax generated from the Hotel Project shall be used to pay debt service on the Note. The City shall further budget 100% of the IDB Annual Payment and the Parking Project Rental Payment to be transferred by the Company, for the account of the IDB, to the City and used to pay the debt service on the Note or for the other purposes set forth in Section 14 of the Note Ordinance.

(c) As provided in the Note Ordinance, until the Note shall have been paid in full in principal and interest, the City will budget annually a sum of money sufficient to pay debt service on the Note in accordance with the estimated debt service schedule attached hereto as Exhibit C, including any principal and/or interest theretofore matured and then unpaid, as are not paid from the Annual Pledged Increment, the IDB Annual Payment and/or the Parking Project Rental Payment, and to levy and collect in each year taxes and to collect other revenues within the limits prescribed by law sufficient to pay the principal of and interest on the Note as are not paid from the Annual Pledged Increment, the IDB Annual Payment and/or the Parking Project Rental Payment.

(d) If, during the course of a Fiscal Year, the anticipated Net Revenues of the EDD Tax, the Annual Pledged Increment or the IDB Annual Payment for such Fiscal Year increase beyond the initial amount budgeted, then such increased revenues shall be reflected in a budget amendment, however in no event shall the District or the IDB be obliged to make any transfer to the City during any period in excess of the actual Annual Pledged Increment and the actual IDB Annual Payment, respectively, during such period.

(e) Upon the payment in full of the Note, or the full defeasance of same in accordance with the Note Ordinance, neither the District nor the IDB shall have any further payment obligation to the City hereunder.

(f) Net revenues of the EDD Tax in excess of the amounts paid to the City pursuant to Subsection (b) of this Section that are not attributable to the Hotel Project, and net revenues of the EDD Tax collected after the Note has been discharged in full, shall remain in the Trust Fund and may be expended by the District to pay the cost of Economic Development Projects, whether inside or outside of the District, including the cost of public works and infrastructure, or to reimburse the City or the District for any such expenditures paid from other sources after the Effective Date of the EDD Tax. The District may also use any such excess net revenues to pay the cost of public works and infrastructure outside of the limits of the City, if such improvements benefit the property within the District and may legally be made by the City or the District.

(g) Notwithstanding anything to the contrary contained herein, it is the intent of this Section 4.03 that, while the Note is outstanding, all moneys that are generated from the IDB Annual Payment, the Parking Project Rental Payment or the EDD taxes from the Hotel Project are to be used by the City solely to pay principal and/or interest on the Note in accordance with Section 14 of the Note Ordinance, and that any moneys in excess of current debt service requirements of the Note shall be used to prepay principal of the Note at the earliest date allowed under the Note Ordinance.

SECTION 4.04. Limited Source of Payment. The City and the Company hereby recognize, acknowledge and agree that the Annual Pledged Increment is intended to be and shall be the sole source of payment of the moneys described in Section 4.03(b) above and that the IDB Annual Payment and the Parking Project Rental Payment are intended to be and shall be the sole source of payment of the moneys described in Section 4.03(c) above. Neither the City nor the Company nor any other person (including the owner or owners of the Note) shall have any recourse against the IDB or the District to make reimbursement payments to the City from any other sources whatsoever.

SECTION 4.05. No Repeal of EDD Tax, IDB Annual Payment or Parking Project Rental Payment. For so long as the Note is outstanding, or until the Termination Date, whichever occurs first, the District pledges not to reduce or repeal the EDD Taxes or take any other action or fail to take any action that would impair the its reimbursement obligations set forth herein and the IDB pledges not to reduce the IDB Annual Payment or the Parking Project Rental Payment, or to take any action that would impair the its reimbursement obligations set forth herein.

SECTION 4.06. Stamey Agreement. The City, IDB and the Company acknowledge that the Hotel Project property is subject to certain restrictive covenants as provided for in that certain agreement dated January 18, 2012, by and between the City and Stamey & Miller Properties, LLC (the "Stamey Agreement"). Notwithstanding anything to the contrary contained herein, the City agrees that the City will be responsible for all affirmative obligations of the Stamey Agreement imposed on the owner of the Hotel Project, and that the City will comply with all of the terms and conditions of the Stamey Agreement, including, but not limited to, any costs associated with building a fence on the Southern boundary line of the Hotel Project (or such fence as Stamey & Miller Properties, LLC may agree to), preconstruction inspection of the property owned by Stamey & Miller Properties, LLC, and all other matters set forth in the Stamey Agreement, all at the sole cost and expense of the City.

SECTION 4.07. Successors and Assigns. Notwithstanding the foregoing, the rights of the City under this Agreement may be assigned by the City solely for the purpose of securing payment of the Note. Otherwise, the rights of the City under this Agreement may not be sold, assigned, assumed or transferred in any manner to or by any other person or entity, without the prior written consent of the District and the IDB, and in such case the sale, assignment, assumption or transfer by the City shall be in writing and shall contain a specific provision that the successor assumes all of the obligations of the City under this Agreement arising on or after the effective date of such transfer.

ARTICLE V

INDEMNIFICATION BY COMPANY

SECTION 5.01. Indemnification by Company. The Company shall indemnify and save harmless the IDB and the City, and their past, present and future officers, directors, employees and agents and any person who "controls" the IDB within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended (each, an "Indemnified Party"), from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses, including attorneys' fees ("Damages") in connection with the Project or the transactions contemplated by this Agreement or the Lease Agreement, and including without limitation:

- (a) all amounts paid in settlement of any litigation in connection with the Project, this Agreement, the Lease Agreement or the transactions to be consummated in connection therewith, commenced or threatened against any Indemnified Party if such settlement is effected with the consent of the Company or has been rendered by a final judgment of a court of competent jurisdiction,

(b) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation in connection with the Project, this Agreement, the Lease Agreement or the transactions to be consummated in connection therewith, of any nature whatsoever, commenced or threatened against the Company, the City, the Project or any Indemnified Party,

(c) any judgments, penalties, fines, damages, assessments, indemnities or contributions, and

(d) the reasonable fees of attorneys, auditors, and consultants; provided that the Damages arise out of:

- (i) failure by the Company or its agents to comply with the terms of this Agreement or the Lease Agreement and any agreements, covenants, obligations, or prohibitions set forth therein,
- (ii) any action, suit, claim or demand contesting or affecting the title of the Project,
- (iii) any breach of any representation or warranty by Company set forth in this Agreement, the Lease Agreement or any certificate delivered pursuant thereto,
- (iv) any action, suit, claim, proceeding or investigation of a judicial, legislative, administrative or regulatory nature arising from or in connection with the acquisition, installation, ownership, operation, occupation or use of the Project, including without limitation any action to recover damages for injury to person or property, or
- (v) any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Company, the City, the Project or any Indemnified Party which might adversely affect the validity or enforceability of this Agreement, the Lease Agreement or the performance by the Company or any Indemnified Party of any of their respective obligations thereunder.

The foregoing notwithstanding, Damages shall specifically exclude matters arising from the willful misconduct, bad faith or fraud of any Indemnified Party.

If any action, suit or proceeding is brought against any Indemnified Party for Damages for which the Company is required to provide indemnification under this section, the Company, upon request, shall at its own expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by the Company and approved by the Indemnified Party, which approval shall not be unreasonably withheld. The Company shall not be liable for any settlement of any such action, suit or proceeding made without its consent, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action, the Company shall indemnify and hold harmless the Indemnified Parties from and against any Damages by reason of such settlement or judgment. The obligations of the Company under this section shall survive the term of this Agreement and the term of the Lease Agreement.

SECTION 5.02. Limitation on Payment of Attorneys' Fees. Attorneys' fees for the IDB or the City that are payable by the Company pursuant to the Lease Agreement and this Agreement shall be limited to \$15,000 per calendar year in the aggregate, unless the Lessee approves a higher annual amount in writing or in the event that such higher fees are approved or awarded pursuant to a final judgment or settlement rendered or approved by a court of competent jurisdiction.

Notwithstanding anything to the contrary contained herein, in the event the IDB has notified the Company that an event of default exists under the Lease Agreement, and the Company files suit, via declaratory judgment or otherwise, to establish that the Company is not in default under the Lease Agreement, and a final judgment is rendered by a court of competent jurisdiction establishing that the Company was not in default under the Lease Agreement ('Wrongful Default'), then the City, the IDB and the Company hereby agree that in such event, the City or the IDB will be responsible for all costs, including attorney's fees, as such court may require that the City or the IDB must pay.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Liberal Construction. This Agreement shall be construed liberally to secure the beneficial intents and purposes hereof, and in particular shall be construed liberally as necessary to protect and further the interests of the owners of any bonds or other obligations issued by the City, the District or the IDB for the purposes stated herein.

SECTION 6.02. Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the parties hereto at the addresses shown in the appearances to this Agreement.

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by fax, electronic mail or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each party at such other addresses or numbers as shall be designated by such party in a written notice to the other party.

SECTION 6.03. Further Assurances. From time to time hereafter, the City, the District and the IDB may execute and deliver such additional instruments, certificates or documents, and take all such actions as the each party hereto may reasonably request for the purpose of fulfilling their obligations hereunder or in relation to other matters or projects that may be related to the Project or otherwise. Without limiting the foregoing, within fifteen (15) days following the request from any party hereto, each other party shall deliver to the requesting party, an estoppel certificate stating, to the best of such parties' knowledge or belief: (i) whether or not this

Agreement is in full force and effect and the extent to which this Agreement has been supplemented, modified or amended; (ii) whether or not there are any defaults or breaches under this Agreement or conditions that, with the passage of time, the giving of notice, or both, would constitute a default or breach under this Agreement (and, if applicable, the nature of such defaults, breaches or conditions); (iii) whether the conditions and agreements under this Agreement have been satisfied or performed as of the date of such estoppel certificate (and, if applicable, the nature of any failures); and (iv) the amounts of paid and unpaid reimbursements for the term of the Agreement or for particular years thereof. Any such statement or certificate may be conclusively relied upon by the party requesting the estoppel certificate.

SECTION 6.04. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any elected official, trustee, officer, agent or employee of the City, the District or the IDB, in his or her individual capacity, and none of such persons nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement. No partner, member, shareholder, officer, director, trustee, beneficiary, employee, agent, contractor or consultant of the Company (disclosed or undisclosed) shall have any personal liability to the City, the District or the IDB or any of their respective successors in interest with respect to the subject matter of this Agreement, other than for failure to comply with the Company's obligation under Section 4.01 above.

SECTION 6.05. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

SECTION 6.06. Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 6.07. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

SECTION 6.08. Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement, or otherwise, shall be brought, if against the City, the District, the IDB or the Company, in the 10th Judicial District Court, Natchitoches Parish, Louisiana.

SECTION 6.09. Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 6.10. Non-shareholder Contributions to Capital. The City hereby designates the proceeds of the Note paid to the Company pursuant hereto, and each portion thereof, as non-shareholder contributions to capital of the Company pursuant to Section 118 of the Internal Revenue Code of 1986 (and successor provisions thereto) and intends such payments to be a

reimbursement for land and/or building costs incurred by the Company in connection with the Project.

SECTION 6.11. Amendment and/or Modification. Neither this Agreement nor any term, provision or exhibit hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by all of the parties hereto.

SIGNATURES APPEAR ON NEXT PAGE]

THIS COOPERATIVE ENDEAVOR AGREEMENT IS THERFORE DONE AND PASSED in multiple counterparts effective on _____, 2014, in the presence of the undersigned competent witnesses, who hereunto sign their names with the City, the IDB, the District and the Company.

CITY OF NATCHITOCHES,
STATE OF LOUISIANA

ATTEST:

By: _____
Mayor

(SEAL)

By: _____
Council Administrator

WITNESSES:

NATCHITOCHES ECONOMIC
DEVELOPMENT DISTRICT A,
STATE OF LOUISIANA

By: _____
Mayor, City of Natchitoches

ATTEST:

By: _____
President, Natchitoches City Council

(SEAL)

By: _____
Council Administrator, City of Natchitoches

WITNESSES:

[SIGNATURES CONTINUE ON NEXT PAGE]

INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF NATCHITOCHES,
LOUISIANA, INC.

By: _____
President

By: _____
Secretary

WITNESSES:

NATCHITOCHES GRAND HOTEL, LLC

WITNESSES:

By: _____
Warren L. Reuther, Jr., Manager

EXHIBIT A
to Cooperative Endeavor Agreement

BOUNDARIES AND MAP OF
NATCHITOCHES ECONOMIC DEVELOPMENT DISTRICT A

Beginning at a found 3/8 inch iron rod at the Northwest right of way intersection of Washington Street, Front Street and Lafayette Street, thence North 8 degrees 01 minute 48 seconds East along the West right of way of Washington Street a distance of 90 feet; thence North 78 degrees 14 minutes 22 seconds West a distance of 64.64 feet; thence North 9 degrees 21 minutes 26 seconds East a distance of 57.98 feet; thence North 82 degrees 11 minutes 22 seconds West a distance of 169.83 feet; thence South 12 degrees 51 minutes 50 seconds West a distance of 58.18 feet; thence South 12 degrees 8 minutes 8 seconds West a distance of 1.15 feet; thence North 86 degrees 39 minutes 01 second West a distance of 58.63 feet; thence South 9 degrees 3 minutes 16 seconds East a distance of 90.75 feet to the North right of way of Lafayette Street; thence westerly along the northern right of way of Lafayette Street to the Northeast corner of the intersection of Lafayette Street and Second Street; thence northerly along the eastern right of way of Second Street a distance of 183 feet; thence westerly across the right of way of Second Street to a point that is on the western right of way of Second Street and at the Northeast corner of property owned by the City of Natchitoches; thence North 85 degrees 32 minutes 45 seconds West a distance of 182.52 feet; thence North 3 degrees 51 minutes 39 seconds East a distance of 52.46 feet; thence North 86 degrees 28 minutes 5 seconds West a distance of 149.47 feet to the eastern right of way of Third Street; thence West across the right of way of Third Street to the western right of way of Third Street; thence southerly along the western right of way of Third Street to the Southwest corner of the intersection of Third Street and Buard Street; thence westerly along the southern right of way of Buard Street a distance of 150 feet; thence southerly a distance sufficient to intersect that point on the northerly right of way of Lafayette Street that is 157 feet from the Northwest corner of the intersection of Lafayette Street and Third Street; thence easterly along the northern right of way of Lafayette Street a distance of 157 feet to the Northwest corner of the intersection of Lafayette Street and Third Street; thence easterly across the right of way of Third Street to the Northeast corner of the intersection of Lafayette Street and Third Street; thence southerly along the eastern right of way of Third Street a distance sufficient to intersect the Southwest corner of the property comprising the Natchitoches Events Center; thence Westerly along the southern boundary of the property comprising the Natchitoches Events Center to a point on the western right of way of Second Street; thence in a southerly direction along the western right of way of Second Street a distance of 50 feet; thence North 84 degrees 39 minutes West a distance of 203.7 feet; thence South 5 degrees 21 minutes West a distance of 51.8 feet; thence South 84 degrees 44 minutes East a distance of 41.5 feet; thence in a southerly direction along the boundary between property of City of Natchitoches and the United States Post Office a distance sufficient to intersect the northern right of way of St. Denis Street; thence in an easterly direction along the northern right of way of St. Denis Street to the Northwest corner of the intersection of St. Denis Street and Second Street; thence easterly across Second Street to the Northeast corner of the intersection of St. Denis Street and Second Street; thence southerly across St. Denis Street to the Southeast corner of the intersection of St. Denis Street and Second Street; thence southerly along the eastern right of way of Second Street a distance of 70.6 feet; thence turn and on an interior angle of 90 degrees 15 minutes run easterly a distance of 90 feet; thence turn and on an interior angle of 90 degrees 39 minutes run southerly a distance of 48.67 feet; thence turn and on an interior angle of 86 degrees 50 minutes run westerly 17.75 feet; thence turn and on an interior angle of 93 degrees 10 minutes run northerly a distance of 4.08 feet; thence turn and on an interior angle of 88 degrees 28 minutes run westerly a distance of 22 feet; thence turn and on an interior angle of 95 degrees 19 minutes run northerly a distance of 8.5 feet; thence turn and on an interior angle of 93 degrees 59 minutes run westerly a distance of 50 feet to the eastern right of way of Second Street; thence run southerly along the eastern right of way of Second Street to the Northeast corner of the intersection of Second Street and Church Street; thence run easterly along the northern right of way of Church Street to

a point that is 102 feet from the Northwest corner of the intersection of Church Street and Front Street; thence North 5 degrees 44 minutes 56 seconds East a distance of 108.05 feet; thence North 83 degrees 59 minutes 20 seconds West a distance of 95.80 feet; thence North 5 degrees 23 minutes 18 seconds East a distance sufficient to intersect the northern right of way of St. Denis Street; thence westerly along the northern right of way of St. Denis Street to a point that is on a line of the eastern right of way of Ducournau Street as extended; thence northerly along the line of the eastern right of way of Ducournau Street as extended to the Northeast corner of the intersection of Horn Street and Ducournau Street; thence continue northerly along the eastern right of way of Ducournau Street to a point that is on the southern boundary of property owned by the City of Natchitoches; thence South 80 degrees 56 minutes 53 seconds East a distance of 104.82 feet; thence South 8 degrees 29 minutes 30 seconds West a distance sufficient to intersect the northern right of way of Lafayette Street; thence easterly along the northern right of way of Lafayette Street to the Northwest corner of the intersection of Washington Street, Front Street and Lafayette Street, being the point of beginning.

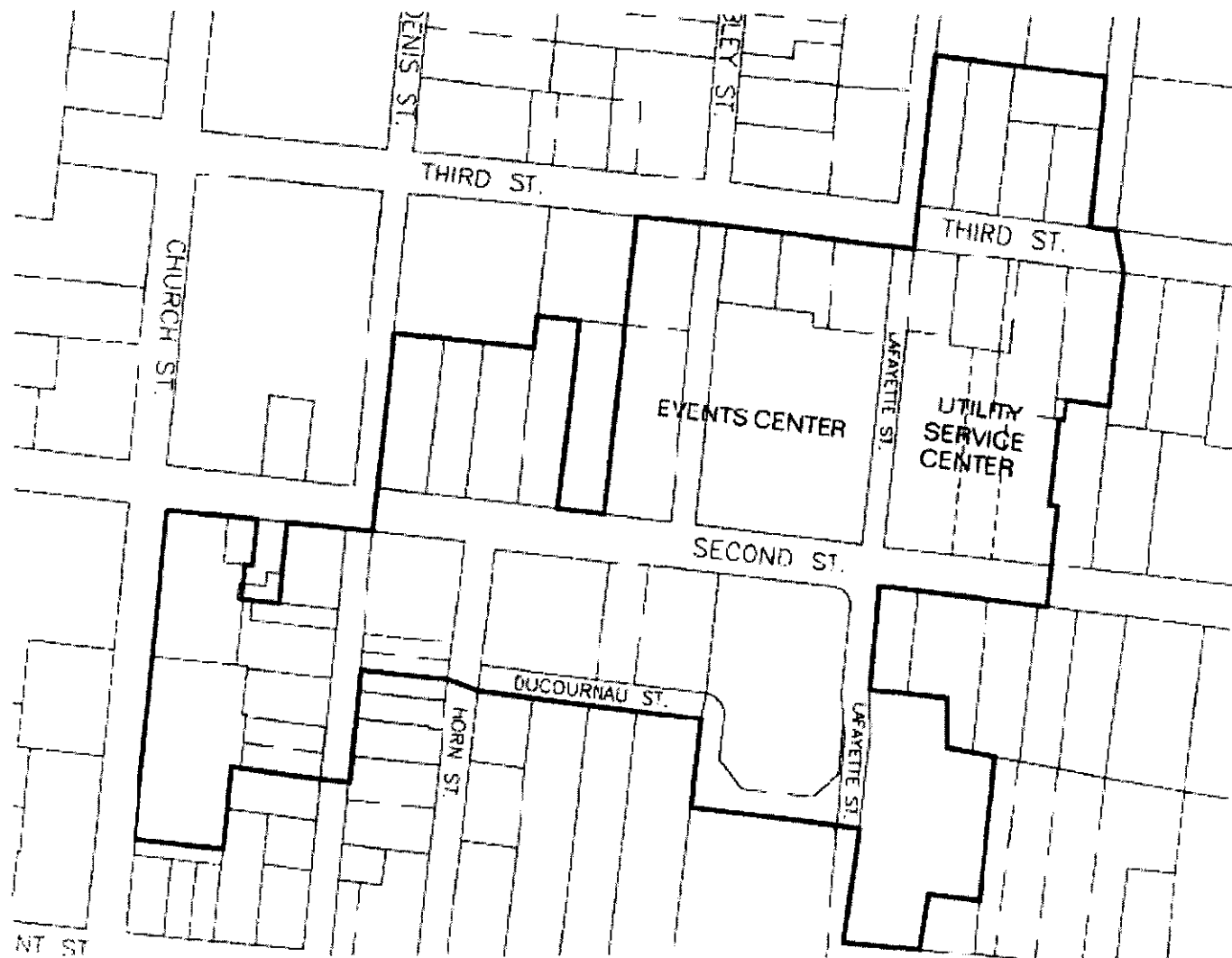


EXHIBIT B
to Amending Ordinance

PROPERTY DESCRIPTION

[TO COME]

EXHIBIT B
to Cooperative Endeavor Agreement

DESCRIPTION AND HOTEL PROJECT BUDGET

The Hotel Project consists of the acquisition, construction and equipping of an approximately 87-room hotel facility to be located within the geographical boundaries of the City at the southeast intersection of Second St. and Lafayette St., adjacent to the Natchitoches Event Center, to be known as the Sweet Magnolia Hotel. The overall Hotel Project Budget is as follows:

Hotel Development - Cost Estimate	
\$000's	
Building Construction	\$7,000
Furniture, Fixtures & Equipment (FF&E)	1,169
Appraisals, Overhead, Contingency, etc.	175
Architectural & Interior Design	250
Special Systems	240
Pre-operating Costs	125
Capitalized Construction Interest	207
Legal & Closing Costs	190
Initial Working Capital	144

Total Project Cost	9,500
Contributed Land *	300

Total Project Cost Including Land	\$9,800

* Land value – per appraisal dated May 2013.

LEGAL DESCRIPTION OF HOTEL PROJECT SITE

That certain tract of ground shown, together with all buildings and improvements situated thereon, located in the City and Parish of Natchitoches, being more fully shown and depicted as Tract "A-1A" on a plat of survey by Robert L. Davis, dated February 9, 2010.

[ADDITIONAL DESCRIPTION TO COME]

LEGAL DESCRIPTION OF PARKING PROJECT SITE

**(a parcel with dimensions of approximately 165' x 200',
located at northwest intersection of Third St. and Lafayette St.)**

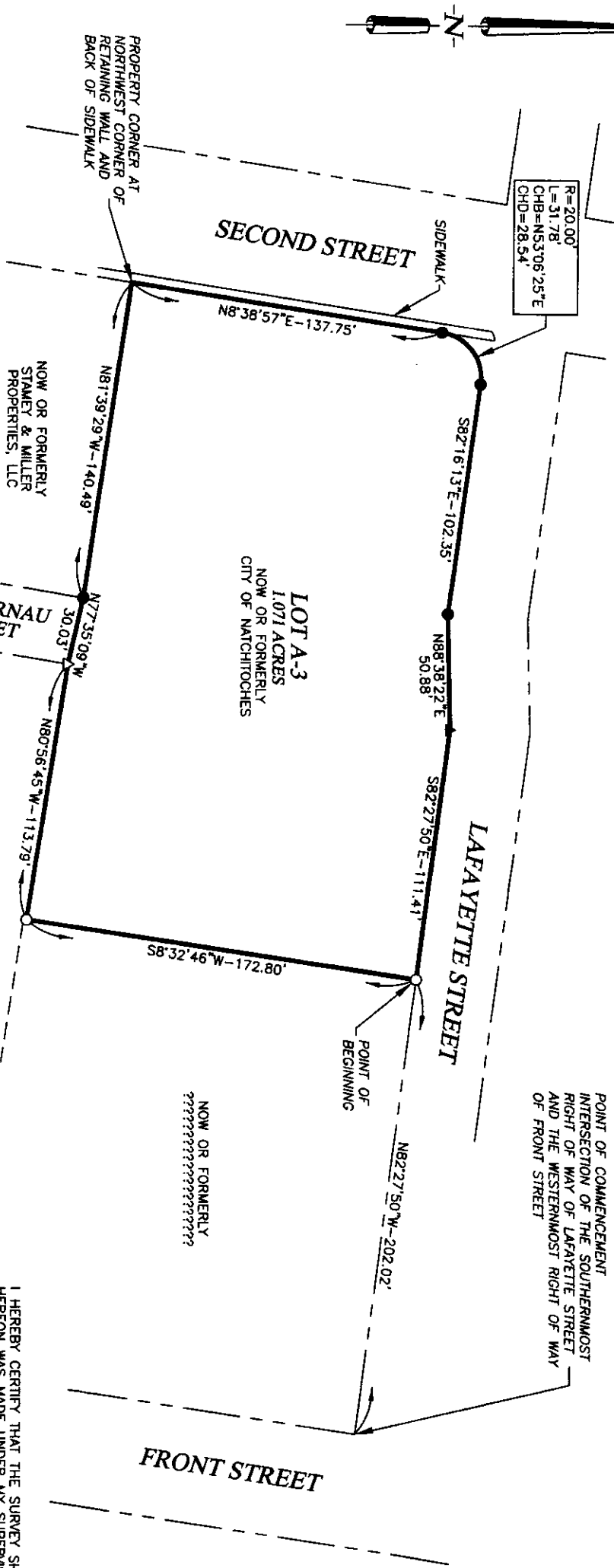
That certain tract, piece, or parcel of ground, with all buildings and improvements thereon situated, located in the City and Parish of Natchitoches, Louisiana, and being shown and depicted as a 0.760 acre, more or less, tract on a plat of survey by Robert Lynn Davis, P.L.S., dated July 7, 2009 and encaptioned "Survey Showing A Lot on Third Street Located in the City of Natchitoches, Natchitoches Parish, Louisiana," and being more particularly described thereon as follows, to-wit:

Beginning at the Northwest corner of the intersection of Lafayette Street and Third Street, thence North 83 degrees 53 minutes 00 seconds West, along the northern right of way of Lafayette Street, a distance of 165 feet; thence North 5 degrees 38 minutes 00 seconds East a distance of 200.54 feet to the southern right of way of Buard Street; thence South 83 degrees 53 minutes 09 seconds East, along the southern right of way of Buard Street, a distance of 165 feet to the Southwest corner of the intersection of Buard Street and Third Street; thence South 5 degrees 38 minutes 00 seconds West, along the western right of way of Third Street, a distance of 200.55 feet to the point of beginning.

SURVEY SHOWING

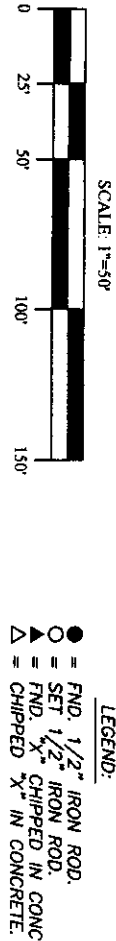
A LOT ON LAFAYETTE STREET AND SECOND STREET

LOCATED IN THE CITY OF NATCHITOCHES
NATCHITOCHES PARISH, LOUISIANA



- NOTES:
1. BEARINGS ARE BASED ON RECORD BEARINGS AS SHOWN ON PLAT FOR HOTEL ST. DENIS, LLC BY ROBERT LYNN DAVIS, P.L.S., DATED SEPTEMBER 18, 2008.
 2. EXCEPT AS SPECIFICALLY SHOWN OR STATED ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING: UTILITY LOCATIONS, ZONING, RESTRICTIVE COVENANTS, SETBACKS, IMPROVEMENTS OR EASEMENTS.
 3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR.
 4. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

DESCRIPTION:
COMMENCING AT THE INTERSECTION OF THE SOUTHERNMOST RIGHT OF WAY OF LAFAYETTE STREET AND THE WESTERNMOST RIGHT OF WAY OF FRONT STREET, IN THE CITY OF NATCHITOCHES, NATCHITOCHES PARISH, LOUISIANA, RUN N82°27'50"W-202.02' TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LOT; THENCE RUN S8°32'46"W-172.80'; THENCE RUN N80°56'45"W-113.79'; THENCE RUN N77°35'09"W-30.03'; THENCE RUN N81°39'29"W-140.49'; THENCE RUN N8°38'57"E-137.75'; THENCE RUN ALONG A CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 20.00', A LENGTH OF 31.78', A CHORD BEARING OF N53°06'25"E, AND A CHORD DISTANCE OF 28.54'; THENCE RUN S82°16'13"E-102.35'; THENCE RUN N88°38'22"E-30.88'; THENCE RUN S82°27'50"E-111.41' BACK TO POINT OF BEGINNING, CONTAINING 1.071 ACRES MORE OR LESS.



I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND IS IN ACCORDANCE WITH THE CURRENT APPLICABLE STANDARD OF PRACTICE FOR A CLASS "B" SURVEY, AS REQUIRED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS & LAND SURVEYORS, AND THAT NO ENCROACHMENTS WERE VISIBLE OTHER THAN THOSE SHOWN TO THE BEST OF MY KNOWLEDGE.

PRELIMINARY

ROBERT LYNN DAVIS, P.L.S. No. 4820
PROFESSIONAL LAND SURVEYOR

FOR:	THE CITY OF NATCHITOCHES		PROJECT No.	19514C	DAVIS SURVEYING & MAPPING, L.L.C. 926 THIRD STREET NATCHITOCHES, LA 71457 PH. (318) 356-9050
			DRAWN BY	JRD	
REQUESTED BY:	RANDY LACAZE		CHECKED BY	RLD	
			DATE	NOVEMBER 6, 2014	

EXHIBIT C
to Amending Ordinance

MANAGEMENT AND OPERATIONS AGREEMENT

EXHIBIT C
to Cooperative Endeavor Agreement

ESTIMATED DEBT SERVICE SCHEDULE OF CITY NOTE

Principal Amount: \$ 2,000,000		Interest Rate Year 1-10: 4.30%	
		Interest Rate Year 11-15: 4.30%	
Dated Date: 01-Dec-2014		Denominations: 51,000	
1st Interest Payment Date: 01-Jun-2015		Average Life: 9.455000 years (from delivery)	
1st Principal Payment Date: 01-Dec-2016		Net Interest Cost: 4,300,000% from dated date	
Delivery Date: 01-Dec-2014		Accrued Interest: None	

Payment Date	Principal Due	Interest Rate (1)	Interest Due (2)	Semi-Annual Debt Service	Annual Debt Service	Principal Balance
01-Jun-2015			43,000.00	43,000.00		2,000,000.00
01-Dec-2015			43,000.00	43,000.00	86,000.00	2,000,000.00
01-Jun-2016			43,000.00	43,000.00		2,000,000.00
01-Dec-2016	99,000		43,000.00	142,000.00	185,000.00	1,901,000.00
01-Jun-2017			40,871.50	40,871.50		1,901,000.00
01-Dec-2017	104,000		40,871.50	144,871.50	185,743.00	1,797,000.00
01-Jun-2018			38,635.50	38,635.50		1,797,000.00
01-Dec-2018	108,000		38,635.50	146,635.50	185,271.00	1,689,000.00
01-Jun-2019			36,313.50	36,313.50		1,689,000.00
01-Dec-2019	113,000		36,313.50	149,313.50	185,627.00	1,576,000.00
01-Jun-2020			33,884.00	33,884.00		1,576,000.00
01-Dec-2020	118,000		33,884.00	151,884.00	185,768.00	1,458,000.00
01-Jun-2021			31,347.00	31,347.00		1,458,000.00
01-Dec-2021	123,000		31,347.00	154,347.00	185,694.00	1,335,000.00
01-Jun-2022			28,702.50	28,702.50		1,335,000.00
01-Dec-2022	129,000		28,702.50	157,702.50	186,405.00	1,206,000.00
01-Jun-2023			25,929.00	25,929.00		1,206,000.00
01-Dec-2023	134,000		25,929.00	159,929.00	185,858.00	1,072,000.00
01-Jun-2024			23,048.00	23,048.00		1,072,000.00
01-Dec-2024	140,000		23,048.00	163,048.00	186,096.00	932,000.00
01-Jun-2025			20,038.00	20,038.00		932,000.00
01-Dec-2025	171,000		20,038.00	191,038.00	211,076.00	761,000.00
01-Jun-2026			16,361.50	16,361.50		761,000.00
01-Dec-2026	178,000		16,361.50	194,361.50	210,723.00	583,000.00
01-Jun-2027			12,534.50	12,534.50		583,000.00
01-Dec-2027	186,000		12,534.50	198,534.50	211,069.00	397,000.00
01-Jun-2028			8,535.50	8,535.50		397,000.00
01-Dec-2028	194,000		8,535.50	202,535.50	211,071.00	203,000.00
01-Jun-2029			4,364.50	4,364.50		203,000.00
01-Dec-2029	203,000		4,364.50	207,364.50	211,729.00	0.00
TOTALS	2,000,000		813,130.00	2,813,130.00	2,813,130.00	

(1) The rate for the first ten years is 4.30%, and the ASSUMED rate for the next five years is 4.30%. The actual rate beginning June 1, 2024 will be determined based on the formula set forth in Ordinance 015 of 2015, authorizing the Note, and could be as high as 8% per annum.

(2) Interest due prior to project completion will depend on the dates and amount of principal draws on the Note. Amounts shown above are calculated as if the full principal amount will be drawn at closing.

MANAGEMENT AND OPERATION'S AGREEMENT
FOR THE NATCHITOCHES EVENT CENTER

This Management and Operation's Agreement ("Agreement"), made and entered into as of May __, 2014 by and between the City of Natchitoches ("City"), a Louisiana Municipality with offices at 700 Second Street, Natchitoches, Louisiana, 71457 and Convention Center Management, LLC ("Convention Center Management"), a Louisiana Limited Liability Company with offices at 535 Tchoupitoulas Street, New Orleans, Louisiana, 70130.

WITNESSETH

WHEREAS, the City is the owner of a certain facility for public gatherings known as the Natchitoches Event Center, 750 Second Street, Natchitoches, Louisiana, 71457, hereinafter referred to as the "Location"; and

WHEREAS, Convention Center Management is in the business of providing management and operation and marketing services to facilities such as the Location and possesses the knowledge and expertise to manage and market the Location; and

WHEREAS, the City is desirous of having Convention Center Management provide said management and marketing services, and Convention Center Management desires to accept such engagement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Words and terms not defined elsewhere in this Agreement shall, except as the context otherwise requires, have the following meanings:

"Capital Improvements" shall mean improvements resulting in a substantial improvement, enlargement or betterment to the Location, including improvements which: (i) result in a material physical addition to the Location; (ii) are made to adapt the Location to a new or different use not consistent with how the Location was used at the time it was placed in service; or (iii) materially increase the capacity, productivity (including extending the useful life of the Location), efficiency, strength, or quality of the Location.

"Maintenance Expenses" shall mean expenditures incurred for maintenance and

equipment servicing, including expenditures for repairs (including the cost of replacement property required as part of the repair) incurred and arising as a result of the ordinary use of the location which are necessary to keep the Location in its ordinary operating condition. For this purpose, Maintenance Expenses include the repair and replacement of property in the Location with comparable and reasonable replacement property but not for replacement property that results in a substantial improvement or addition to the original condition or capacity of the Location.

"Revenue" is defined as the total amount received by Convention Center Management or any other person or entity operating on its behalf from third parties, directly or indirectly, arising out of or connected with and on behalf of the Location, including, without limitation, transactions for cash, credit and credit card sales, less applicable taxes.

ARTICLE 2 CONTRACT OF CONVENTION CENTER MANAGEMENT, LLC

The City hereby contracts with Convention Center Management as an independent contractor for the purpose of performing the services described in this Agreement. Subject to the terms and conditions set forth herein, Convention Center Management agrees to provide facility's management, operations, and convention marketing services in accordance with this Agreement, and consistent with policies approved by City. Convention Center Management agrees to use its best efforts to maximize revenues from use of the Location, including, but not limited to marketing and sales, event production, and promotion of conventions and otherwise managing and operating the Location in accordance with this Agreement. In conducting such services, Convention Center Management hereby acknowledges and agrees that it has a fiduciary obligation to the City. City acknowledges that it expects Convention Center Management to operate the Location with sound business practices and industry standards. Both City and Convention Center Management agree that the operation will require financial subsidy from the City. Convention Center Management will work in good faith to minimize annual financial subsidy requirements.

The parties to this Agreement acknowledge that the City will retain title, ownership of and access to the Location, including but not limited to technical equipment, furniture, displays, fixtures, and similar property, including improvements made during the term at the Location and that Convention Center Management will not acquire title to, any security interest in, or any rights of any kind in or to the Location, including, but not limited to, any income, receipts or revenues therefrom.

ARTICLE 3 COMMENCEMENT DATE AND TERM

This Agreement shall be for a term of five (5) years, commencing on _____ (the "Commencement Date") and expiring on _____, unless earlier terminated as set forth herein. In addition to the primary term, this Agreement will automatically renew for an additional five-year (5) period in accordance with the terms and conditions herein, unless either party gives a six-month (6) notification of its intent not to proceed with the five-year (5) option.

ARTICLE 4 MANAGEMENT AND OPERATION'S AGREEMENT

4.1 Provision of Services

During the term and any renewal term of this Agreement, Convention Center Management shall provide the City with the services set forth below.

4.2 Grant to Convention Center Management

During the term and any renewal term of this Agreement, City grants to Convention Center Management the right to management, market, promote, operate and maintain the Location, and, subject to City's approval, the exclusive right to sell sponsorship projects and advertising at the Location, subject to state, local and federal law, and the City's right to terminate this Agreement as provided herein. In granting Convention Center Management the right to market, promote, operate and maintain the Location, as well as the right to sell sponsorship, Convention Center Management shall maintain the dignity of the Location.

4.3 Convention Center Management's Responsibilities

For the term of this Agreement and any renewal period, Convention Center Management will assume management and operational responsibilities which will include, but not be limited to, the obligations set forth below. It is understood and agreed that, as to the accomplishment of any obligation or obligations set forth below, wherein Convention Center Management, in order to fulfill its hereinafter obligation or obligations, requires certain services necessary in operation of the Location or material, Convention Center Management shall have the authority to either employ as its employees all persons to perform such services or may contract with a third party for the performance of such services, provided however, that any such subcontract shall not relieve Convention Center Management of its obligations to the City to perform all of the duties and responsibilities imposed under this Agreement. All subcontracts shall provide that the City, in the event the City terminates this Agreement, may assume at the City's option management's rights and obligations under such subcontract by written notice to such subcontractor. Convention Center Management will make every effort to

make purchases from local vendors and merchants, and to give preference to local contractors as long as said purchases and the cost thereof is competitive with non-local vendors, suppliers and merchants.

4.4 Marketing and Promotion

Convention Center Management shall direct all marketing activities which shall be undertaken so as to maximize the use of the Location by all persons, including independent promoters and affiliates of Convention Center Management so as to provide maximum revenue for the Location and accessibility of the public to the Location. Convention Center Management will conduct a promotional campaign for the Location in accordance with a plan for promotion which shall be prepared and submitted to City for approval by City. The plan for promotion shall be reviewed and updated at least once each year with the proposed update delivered for approval simultaneously with the delivery of the annual budget for the Location. Convention Center Management shall be responsible for insuring that appropriate programs are booked into the Location and that suitable media coverage is obtained, and shall coordinate such efforts with the City.

4.5 Scheduling

Convention Center Management shall develop and maintain all schedules for events held at the Location, and scheduling shall be accomplished in accordance with applicable law, in a manner to maximize the use of the Location as to provide maximum revenue and accessibility for the public to the Location. Convention Center Management shall use an Event Rental Agreement acceptable and approved in form by the City. The parties understand and agree that Convention Center Management shall be empowered to negotiate Rental Agreements which may deviate from the standard rental rate, when such negotiation is deemed to be in the best interest of the City. Convention Center Management agrees to honor the events previously scheduled to take place at the Location as of the date of this Agreement and incorporated into this Agreement as Exhibit A (List of Scheduled Events), unless Convention Center Management is able to rebook the scheduled event, with the written consent of the client, into the Natchitoches Grand Hotel in order for the Natchitoches Events Center to accommodate a larger event. Convention Center Management also agrees to accommodate traditional groups and the timeframe of these events as detailed in Exhibit A-1(Traditional Groups).

4.6 Annual Budget

As part of the Business Plan referenced in Paragraph 4.24 and Article 5 hereof, Convention Center Management shall prepare and develop an annual budget, as defined below, which shall be submitted to the City for approval each year for the following contract year. To the extent possible, the goals of the Business Plan shall be reflected in the annual budget. Convention Center Management will cooperate and work with the City to insure that the annual budget meets the reasonable requirements

and expectations of the City. The Budget shall at a minimum include the following projections: (i) Revenues; (ii) Operating Expenses; (iii) Maintenance Expenses, and (iv) Expenses for Capital Improvements. The City will adopt the annual budget for the Location at the same time as the City adopts its entire budget, and at no time shall the City be responsible for expenses in excess of the approved budget unless requested by Convention Center Management and approved in writing by the City. The budgeted sum annual financial subsidy shall be paid by the City in equal monthly installments, subject to an adjustment at the end of each fiscal year based on the actual difference between revenues and expenditures.

4.7 Concessions

Convention Center Management will have the right to supervise or provide for concession services at the Location for the sale through manual service, vending machines and other methods (collectively, the "Concessions", of the commodities and services set forth in Subsections (i) through (iii) hereof (the "commodities"), or supervise the conduct of the Concessions by third parties, subject to the City's prior reasonable approval:

- (i) Foods of all kinds, including candies, cooked foods, prepared foods, ready-to-serve foods, sweets, desserts, ice cream and popcorn;
- (ii) Beverages of all kinds, including alcoholic beverages, to the extent they may legally be sold now, or hereafter may become legally able to be sold, in accordance with applicable laws, ordinances, rules and regulations; and
- (iii) T-shirts, programs, souvenirs and other "novelty items" (collectively "novelties").

In addition to the foregoing, Convention Center Management shall subcontract and in such event, shall supervise the provision of catering services at the Location, by caterers selected by Convention Center Management, subject to the City's approval, which shall not be unreasonably withheld. Convention Center Management agrees to honor catering commitments previously entered into as of the date of this Agreement and incorporated into this Agreement as Exhibit C (List of Catering Commitments).

4.8 Location Maintenance

Convention Center Management shall be responsible for the performance of all minor maintenance of the Location and its facilities; provided, that such responsibilities shall be limited to ordinary and routine maintenance. Any anticipated repairs or maintenance which, if performed, would cause expenditures in excess of the annual approved budget for maintenance and repairs shall be subject to prior written approval and funding by the City.

4.9 Custodial and Cleaning Services

Convention Center Management shall perform or cause to be performed all routine cleaning and janitorial services at the Location.

4.10 Pest Control

Pest Control services shall be provided pursuant to an existing contract Convention Center Management has with a pest control company. Convention Center Management shall be reimbursed by the City and the charge for said services shall be considered as an operation expense; or the City shall direct all necessary pest control services, whether performed by the City or a pest control service engaged by the City.

4.11 Trash Removal

Convention Center Management shall direct removal of all trash from the Location and agrees that it shall not permit any employee, concessioner or caterer to place refuse outside the buildings on the Location adjacent to the kitchen area, except in designated trash containers, the locations of which shall be approved by the City. Convention Center Management will enter into a solid waste disposal contract with the City, and the cost of this contract will be considered an operation expense or in the alternative, the City will continue the removal and disposal of trash under the terms currently in place.

4.12 Operational Services

Convention Center Management shall direct all services required to stage (set up and tear down) the location for each event, including, but not limited to, services involving the setting of tables, chairs, decorative curtains, electrical distribution, sound system, lighting system, stage rigging, dressing area, stage equipment, loading in and loading out. Convention Center Management shall hire and manage all management and sales staff, operations personnel, ushers and other personnel required for the operation of the Location.

4.13 Ticket Sales

Convention Center Management, at its option, shall direct all aspects of ticket sales for events and activities, including computerized tickets. Ticket sales services shall include ordering, selling, and accounting for tickets, reporting ticket revenues for a given event for each user of the Location, cash and credit card processing, complete auditing and accounting for each event, and providing an accounting of the event income and expenses within fifteen (15) days after each event is held. Ticketing services provided shall be selected by Convention Center Management subject to

approval by the City, which shall not be unreasonably withheld. All discounts and rebates accruing to the Location from the sale of tickets through any vendor shall be for the benefit of the Location.

4.14 Security

Convention Center Management shall arrange for security for events at the Location. Such security may be provided by Convention Center Management or by client event contract, in its discretion.

4.15 Licences and Permits

Convention Center Management shall obtain and maintain all licenses and permits necessary for management and operation of the Location, subject to State, local and Federal laws for the granting of such licenses and permits.

4.16 Revenues, Bank Accounts and Payment of Operating Expenses

Convention Center Management shall be responsible for the collection of all Revenues and payment of Operating Expenses, as defined in Exhibit D, including payment and remittance of applicable sales taxes. Convention Center Management shall establish a commercial bank account in the City of Natchitoches, separate from any other accounts that Convention Center Management may have, which shall be for the exclusive use of Revenues from the sale of tickets to the events at the Location, and all other receipts and disbursements related to this Agreement. Revenues from the sale of tickets to events at the Location shall be deposited by Convention Center Management in the Account. After payment from such ticket sales Revenues of all event-related expenses, and within five (5) working days after the end of the event, Convention Center Management shall transfer the remaining event ticket sales Revenues to the Operating Account. All other Revenues generated by use of the Location and collected by Convention Center Management shall be deposited in the Account. Convention Center Management is authorized to make disbursements from the Account to promoters or performers in any amount due the performer or promoter as per contracts with them and to pay budgeted Operating Expenses from the Account. The City shall be authorized at any time to obtain information and records from the bank concerning such Accounts and to inspect the same. It shall be an Event of Default as defined below, entitling the City to terminate this Agreement, if Convention Center Management withdraws any money from the Account except in accordance with this Agreement. Interest accrued in these Accounts shall be Revenue to the Location. At termination of this Agreement, Convention Center Management shall reimburse the City for the balance held in the above two Accounts on the day of termination.

4.17 Staffing

All Location staff will be in the employment of Convention Center Management unless an exception is made to those current employees who have 3.5 years or less to become vested in the City retirement program as of the date of this Agreement. Once vested, these employees will be in the employment of Convention Center Management. All employee expenses will be considered Operating Expenses of the Location except as to those employees having responsibilities and/or performing duties on behalf of any entity other than the Location, and as to such employees, commencing with the effective date of this Agreement, the City will pay a pro-rata portion based upon the services provided by the individual employee, not to exceed one-half of the employees' compensation unless requested by Convention Center Management and approved in writing by the City.

4.18 Concessions Supervision

Convention Center Management shall be responsible for overseeing and coordinating the activities of the food, beverage and other concessionaires authorized to operate at the Location.

4.19 Additional Duties

Convention Center Management shall also be required to provide, on a timely basis, information, data, and solutions to project issues as may be reasonably requested by the City, together with such other services consistent herewith as the City may reasonably require.

4.20 Use of City Equipment/Services/Utilities

Convention Center Management will use City owned or leased equipment at the Location in performance of its obligations hereunder. The City and Convention Center Management will conduct an inventory of all equipment to be used by Convention Center Management during the term of this Agreement prior to the Commencement Date of the Agreement. A copy of this inventory shall be attached to this Contract as Exhibit B. All City services presently provided by the City to the Location will continue for the duration of this Agreement. Utilities will remain in the name of the City and will be considered an operating expense or, in the alternative, will continue under the terms currently in place.

4.21 Expenditures from Operating Fund

Any equipment and unused supplies purchased with funds from Convention Center Management's Operating Account, at the termination date of this Agreement shall become the property of the City and Convention Center Management shall transfer any applicable title and ownership rights to the City.

4.22 Written Powers Reserved to the City

The City shall have the right of prior written approval in connection with the following:

- A. The Annual Budget and Business Plan, and
- B. Acceptance of sponsors, display advertising and naming rights for the Location;

4.23 Relationship of Parties

Convention Center Management is an independent contractor of the City and shall not be deemed to be an employee, joint venture, or partner of the City. The authority of Convention Center Management shall be limited to those matters which are specifically addressed in this Agreement.

4.24 Business Plan

Convention Center Management shall update the Business Plan on an annual basis, and shall deliver the same to the City simultaneously with the delivery of the annual budget. The Business Plan shall in no way become a performance obligation for either the City or Convention Center Management, but shall serve as a management blue print to monitor Convention Center Management's performance.

ARTICLE 5 ANNUAL BUDGET AND BUSINESS PLAN

5.1 Delivery

On February 1 of each year of this Agreement, or any renewal thereof, Convention Center Management shall submit to the City a proposed annual Operating Financial Projection and Business Plan for the ensuing year, listing all projected Revenues and Operating Expenses by category. The proposed annual Budget and Business Plan shall include a proposed rent structure for events expected to take place in the Location for the ensuing Fiscal Year, broken down, if necessary, by types of events to be held at the Location.

5.2 Review of Budget

The Proposed Annual Budget and Business Plan shall be reviewed by the City in accordance with the City's Budget development schedule. On approval by the City, which approval shall be granted or refused in the City's sole discretion, the proposed Annual Budget shall become the final Annual Budget and Business Plan (the "Annual Budget") for the Fiscal Year. It is understood and agreed that if the City objects to the proposed Annual Budget and Business Plan, or any part thereof, the City shall be obligated to promptly respond to each such objection and revise the proposed Annual Budget and Business Plan in connection therewith. The City will adopt the proposed Annual Budget and Business Plan at the same time that it adopts the Budget for all other Departments in the City.

5.3 Revision of Annual Budget

Convention Center Management and the City may revise the annual Budget and Business Plan at any time by mutual written agreement in accordance with applicable State of Louisiana, Department of Audit Standards and applicable State Statutes governing municipal budgeting.

5.4 Financial Statements

Convention Center Management shall deliver to the City within twenty-five (25) days after the end of each successive calendar month and additionally within forty-five (45) days after the end of each Fiscal Year, a true and correct financial statement, certified as true and correct by an officer of Convention Center Management, of all Revenues and Operating Expenses of the preceding calendar month and Fiscal Year, together with any requested supporting documentation requested by the City. Convention Center Management will also, upon request from the City, make available at least annually, all financial records related to this contract for the City or its representative to conduct an Agreed Upon Procedures Engagement to assist the City to obtain reasonable assurance about whether the reporting referred to above are free from material misstatement.

ARTICLE 6 MANAGEMENT FEE

Convention Center Management will manage the Location for the City of Natchitoches for a Management Fee of Five Thousand and No/100 (\$5,000.00) Dollars per month beginning on the first day of the month following ground breaking on the Natchitoches Grand Hotel.

The Management Fee will increase to Seven Thousand Five Hundred and No/100

(\$7,500.00) Dollars per month once the hotel is open and will continue for a term of five (5) years, with a five-year (5) option which will automatically renew at a fee of Eight Thousand Five Hundred and No/100 (\$8,500.00) Dollars per month, unless either party gives a six-month (6) notification of its intent not to proceed with the five-year (5) option.

ARTICLE 7 MARKETING

The City will provide up to Fifty Thousand and No/100 (\$50,000.00) Dollars for marketing of events utilizing the Location. This commitment for marketing funds by the City shall be reduced by the amount of any marketing funds made available to Convention Center Management from any other source, including, but not limited to, Natchitoches Parish Tourist Commission and/or Natchitoches Historic District Development Commission.

ARTICLE 8 CONCESSIONS

Convention Center Management shall cause the Concessions to be operated and conducted so that all persons who patronize the Location shall always be promptly and satisfactorily served. All foods and beverages sold shall be the highest standard of quality and purity for the type of food or beverage provided, shall be stored and handled at all times consistent with excellent standards of sanitation, preservation and purity, shall always be well prepared and satisfactorily served, and shall always conform to the requirements of all applicable Federal, State and Municipal Laws, Statutes, Ordinances and Regulations. Unless disclosed in accordance with applicable law, no imitation, adulterated or misbranded commodity shall be stored, displayed or sold by Convention Center Management or any concessionaire. The quality, quantity, price and brands of all items of food, liquor, beer, and other items to be sold shall be determined by Convention Center Management consistent with the standard of operation required by Section 10.3 hereof.

ARTICLE 9 MAINTENANCE AND IMPROVEMENTS

9.1 Additional Capital Improvements and Equipment

From time-to-time, it may be desirable to consider additional capital improvements and the purchase of additional equipment for the Location. At any time Convention Center Management or the City may request a meeting to confer to consider the advisability of any additional capital improvements and additional equipment. The City must approve, in writing, any additional equipment or capital improvement expenditure.

9.2 Equipment Maintenance

Convention Center Management shall maintain and repair all equipment necessary for the proper operation of the Location in accordance with the annual Budget and all manufacturer's warranty and preventive maintenance requirements, and the cost thereof shall be an Operating Expense.

9.3 Ordinary Maintenance

Convention Center Management will be responsible for the ordinary housekeeping and cleaning of the Location and all equipment.

ARTICLE 10 GENERAL TERMS AND CONDITIONS

10.1 Representation of the City

The City hereby represents and warrants to Convention Center Management as an inducement to Convention Center Management entering into this Agreement, that it is the City's intent that the Location will be permitted to be open to the paying public on a daily basis in a manner consistent with industry practices.

10.2 Representation of Convention Center Management

Convention Center Management hereby represents and warrants to the City on its own behalf and on behalf of its shareholders, officers, directors and employees, that Convention Center Management is fully capable of providing services as outlined in this Agreement.

10.3 Standard of Operation

Convention Center Management represents and warrants to the City that it shall maintain an efficient and high quality operation at the Location comparable to facilities similar to those of the Location.

10.4 Accounting Records, Reports and Practices

- (i) Convention Center Management shall maintain accounting records relating to the Location using accounting practices in accordance with generally accepted accounting principals and consistently applied;
- (ii) Convention Center Management shall establish internal financial control policies and practices which are in accordance with generally accepted standards in the industry and reasonably acceptable to the City;

- (iii) The City shall have unlimited access to all accounting records and supporting documentation of Convention Center Management relating to the Location during the term and any renewal term of his Agreement, and for a period of three (3) years thereafter. Such right to access shall be exercised in a reasonable manner; and
- (iv) Convention Center Management shall maintain accounts in a manner which will allow budget reporting of expenditures in categories as specified by the Louisiana Legislative Auditors, and which shall allow a profit and loss statement to be extracted pertaining to the operation.

10.5 Default, Right to Cure, Consent to Jurisdiction and Waiver of Jury Trial

It shall be an Event of Default ("Event of Default") hereunder if either party hereto:

- (i) Fails to pay or deposit sums due by one party to the other within seven (7) days after written notice by the other of such failure; or
- (ii) Fails to perform or comply with any other obligation of such party hereunder within thirty (30) days after written notice by the other of such failure (which notice shall specify in sufficient detail, the specific circumstances so as to give the defaulting party adequate notice and the opportunity to cure the same); provided, however, that if the default is of a nature that it cannot be cured within thirty (30) days, then the defaulting party shall not be deemed in default hereunder if it commences to cure the default within ten (10) days after the effective date of the notice of such default and diligently proceeds to cure such default within ninety (90) days after the effective date of notice. Upon failure to cure an Event of Default within the above stated time period, the non-defaulting party shall terminate the Contract with written notice to the defaulting party.

10.6 Jurisdiction

The parties do hereby irrevocably submit to the jurisdiction of the State of Louisiana. Venue for state actions shall be in Natchitoches Parish, Louisiana; and venue for federal actions shall be in the Western District of Louisiana for issues arising out of or relating to this Agreement, or any other document evidencing the transaction or contemplated by this Agreement; and, the parties do hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Louisiana State or Federal Court. The parties hereby irrevocably waive, to the fullest extent such party may effectively do so, the defense of any inconvenient forum to the maintenance of such action or proceeding, and agree that any such action or proceeding in the Courts and venues set forth above. The parties agree that a

judgment final by appeal or expiration of time to appeal without an appeal being taken in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. The specific remedies to which the parties may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress at law or in equity to which such party may be lawfully entitled in case of breach of this Agreement.

10.7 Employment Matters

In connection with the employment of its employees, Convention Center Management shall pay all applicable Social Security, unemployment, workers' compensation or other employment taxes or contributions of insurance, and shall comply with all Federal and State laws and regulations relating to employment generally, minimum wages, Social Security, unemployment insurance, and workers' compensation. Convention Center Management shall indemnify and hold harmless the City from all costs, expenses, claims or damages resulting from any failure of Convention Center Management to comply with this Section.

10.8 Liability Insurance

The City shall maintain all liability insurance currently in force and effect with respect to the Location, and shall procure and maintain insurance against any use or occupancy of the Location, or the Operations of the Location (which Operations shall include, without limitation, concession area uses, and subletting and contract with independent contractors) and, upon the assumption of full management responsibilities, shall name Convention Center Management as an additional insured thereon. The City shall procure and maintain insurance for Errors and Omissions, and Employment Practices Liability Insurance for the Location. The limits of such coverage shall be as follows:

- A. General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate
- B. Automobile: \$1,000,000.00 per occurrence
- C. For Products - Completed Operations: \$1,000,000.00 aggregate
- D. For Personal and Advertising Injury: \$1,000,000.00 aggregate
- E. Umbrella Liability: \$1,000,000.00 per occurrence; \$1,000,000.00 aggregate
- F. Liquor Liability: \$1,000,000.00 per occurrence, separate limits, for food and beverage contractors allowed to do business in

the Location

10.9 Property Insurance

The City will maintain All Risk Property Insurance and/or Boiler & Machinery Insurance to cover the Location and the contents therein.

10.10 Cooperation

Each party agrees to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate to obtaining and maintaining the insurance described herein. The parties further agree to cooperate with the insurance companies and agents by responding promptly to their responsible requests.

10.11 Convention Center Management Property

Convention Center Management shall be entirely responsible for maintaining, at its sole expense, such insurance coverage as it determines to be appropriate to protecting its own property interest.

10.12 Crime Insurance

During the term of this Agreement, Convention Center Management shall maintain crime insurance, with an insurer acceptable to the City (such acceptance by the City not to be unreasonably withheld or delayed), providing at least the following coverages in at least the amounts set forth below for each coverage:

- | | | |
|----|-----------------------------------|--|
| A. | Employee Dishonesty Blanket Bond: | \$250,000.00 |
| B. | Depositor's Forgery: | \$250,000.00 |
| C. | Money and Securities: | \$250,000.00 (each,
"Inside" and "Outside") |
| D. | Computer Fraud: | \$250,000.00 |
| E. | Wire Transfer Fraud: | \$250,000.00 |

Provided, however, that if such coverage is provided on a "blanket" limit basis, a blanket limit of \$250,000.00 shall be considered to be sufficient to comply with this provision. The City shall be a Loss Payee (as its interest may appear) and an Additional Insured under such policy, which policy shall be written to apply only to the

Crime exposures arising under or in connection with this Agreement, and not to any other unrelated Crime exposures incurred by Convention Center Management or the City under any other similar agreements or otherwise.

10.13 Insurance Terms

Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

10.14 Tort Liability Limit

Insurance referenced in this Agreement, except Workers' Compensation/Employers Liability, shall name the City as an additional insured.

10.15 Indemnity

Convention Center Management agrees to indemnify, hold harmless, protect, and defend the City, its agents, representatives and any Affiliated or related entities against any and all claims, loss, liability, damage, costs, and expenses, including reasonable attorney's fees, that have occurred as a result of or due to the breach of contract, negligence, or willful misconduct of Convention Center Management, its agents, consultants, subcontractors, employees, or representatives, or a breach of Convention Center Management representation to the extent that such claim, loss, liability, damage, cost, or expense that have been caused by Convention Center Management, its agents, consultants, subcontractors, employees, or representatives. Convention Center Management hereby waives any claims it may have now or in the future, against the City, which claims are or should have been covered by the insurance specified in this Agreement.

10.16 Damage To and Destruction of the Location

If all or part of the Location is rendered unusable by damage from fire and/or other casualty then:

- A. The City may decide to repair the damage under applicable laws and governmental regulations within 365 days from the date of such casualty (employing normal construction methods without overtime or other premium), and the City shall forthwith, at its own expense, repair such damage other than damage to improvements, furniture, chattels, or trade fixtures which do not belong to the City. During the period during which the Location or any part thereof remains unusable, until such time as the Location resumes full operation the Management Fee shall be reduced to \$2,500.00 per month, and Convention Center Management and the City shall jointly decide on an Operating Budget for the duration of the repair period, and shall jointly determine whether to retain personnel during the

repair period; or

- B. In the event the City should decide not to repair the damage, then the City shall notify Convention Center Management, in writing, of the termination of the Agreement.

10.17 Employees

Employees of Convention Center Management engaged at the Location in providing any of the services hereunder, shall be the sole and exclusive employees of Convention Center Management, and shall be paid by Convention Center Management, except for those individuals employed or utilized by subcontractors of Convention Center Management, as provided for in this Agreement, but in no event deemed an employee of the City. In connection with the employment of its employees, Convention Center Management shall pay all applicable Social Security, unemployment insurance, workers' compensation, or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all Federal and State laws and regulations relating to employment generally, minimum wages, Social Security, unemployment insurance, and workers' compensation, and shall defend, indemnify, and hold the City harmless from any responsibility thereof. Convention Center Management shall comply with all applicable laws, ordinances, and regulations, including, without limitation, those pertaining to human rights and non-discrimination during the term of this Agreement.

10.18 Allocation of Cost of Employees

All costs of employment of Location employees incurred by Convention Center Management shall be an Operating Expense of the Location, except to the extent that one or more employees may provide services benefitting an entity other than the Location, and to that extent, the wages of those employees will be pro-rated between the City and Convention Center Management based upon the amount of work provided by the employee for the benefit of each entity. With respect to those employees providing services for the benefit of any entity other than the City, commencing with the effective date of this Agreement, the City shall pay a pro-rata portion of their wages as set forth above, not to exceed one-half of the total wages of that employee unless requested by Convention Center Management and approved in writing by the City. In connection with employment of its employees, Convention Center Management has represented to the City, and the City has relied upon said representation, that Convention Center Management will employ approximately eight (8) current employees of the City's Location staff. It is further understood and agreed between the parties that the selection of such employees will be conducted in cooperation with the City, and that any such employees shall, at his or her option, consent to the severance of employment with the City and becoming an employee of Convention Center Management's staff.

10.19 Employee Standards

Convention Center Management will employ trained and neatly uniformed employees, and said employees shall conduct themselves, at all times, in a proper and respectful manner. Any dismissal shall be in accordance with Convention Center Management corporate policy and applicable Federal, State or local laws which may be in effect, and Convention Center Management shall defend, indemnify, hold harmless from any claim, cause of action, expense (including attorney's fees), loss, cost, or damage of any kind or nature arising there from, except in the case of expressed written direction from the City.

10.20 Availability of Location

Convention Center Management agrees that, except as a result of full or partial destruction of the Location, the Location will be made available for all events scheduled therein, and Convention Center Management agrees to defend, indemnify, and hold the City harmless from and against any and all claims, causes of action, expenses (including attorney's fees), losses, costs, and damages arising from the failure of the Location to be available in the condition necessary for the conduct of such events or scheduled events due to the negligence or willful misconduct of Convention Center Management, its agents, servants, employees, or contractors.

10.21 No Payment by City

Notwithstanding anything in this Agreement, or exhibits hereto to the contrary, the City shall not be obligated to reimburse Convention Center Management as Operating Expenses or otherwise for costs and expenses (including attorney's fees) for litigation which is covered by Convention Center Management's defense and indemnification obligations set forth in Section 10.15.

10.22 Compliance with Laws

Convention Center Management will comply with all Federal, State and local ordinances, statutes, rules, and regulations as they relate to the operation of the Location. Convention Center Management's failure to comply with such ordinances, statutes, rules, and regulations relating to the Location shall be an Event of Default under this Agreement, and shall entitle the City to terminate this Agreement pursuant to the provisions of Section 10.5 hereof. Convention Center Management agrees that it shall not be entitled to claim litigation costs (including attorney's fees) as Operating Expenses.

10.23 Non-Waiver

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement, or any part hereof, or the right of such party thereafter to enforce each

and every provision hereof.

10.24 Amendment

The parties may amend this Agreement only by written agreement executed by the parties.

10.25 Choice of Law

The laws of the State of Louisiana shall govern the rights and obligations of the parties under this Agreement.

10.26 Severability

Any provision of this Agreement decreed invalid by a Court of competent jurisdiction shall not invalidate the remaining provisions of this Agreement.

10.27 Notices

Any notice required herein shall be in writing and shall be deemed effective and received:

- A. Upon personal delivery;
- B. Five (5) days after deposit in the United States Mail, Certified Mail, Return Receipt Requested, Postage Prepaid; or
- C. One (1) business day after deposit with a national overnight air courier, fees prepaid.

To Convention Center Management or the City at the following addresses:

City of Natchitoches
Attention: Mayor Lee Posey
700 Second Street
Post Office Box 37
Natchitoches, Louisiana 71457

Convention Center Management, LLC
Attention: Warren L. Reuther, Jr.
535 Tchoupitoulas Street
New Orleans, Louisiana 70130

Either party may designate an additional or another representative or address for notices, upon giving notice to the other party pursuant to this paragraph. For the purpose of this Agreement, "business day" shall mean a day which is not a Saturday, a

Sunday, or a legal holiday of the United States of America.

10.28 Representatives

The City's representative to Convention Center Management in connection with Location Operations shall be the City's designee, and the Convention Center Management's representative shall be Convention Center Management's on-site General Manager at the Location.

10.29 Force Majeure

Neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Location, or any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or governmental laws and regulations.

10.30 Labor Dispute

In the event of a labor dispute which results in a strike, picket, or boycott affecting the Location or the services described in this Agreement, Convention Center Management shall not be deemed to be in default, or to have breached any part of this Agreement.

10.31 Integration

This Agreement and all appendices and exhibits hereto embody the entire Agreement of the parties relating to the services to be provided hereunder. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

Exhibits hereby integrated
hereto are:

Exhibit A - List of Scheduled Events

Exhibit A-1 - Traditional
Groups

Exhibit B - List of Inventory

Exhibit C - List of Catering
Commitments

Exhibit D - Operating Expenses

If the terms of this Agreement and any exhibit are inconsistent, the terms of the Agreement shall control.

10.32 Section Headings

Section headings in this Agreement are for convenience only, and shall have no effect on the interpretation of this Agreement.

10.33 Assignment

During the primary term of this Agreement, this Agreement may be assigned by Convention Center Management, but only with the consent of the City, except that the City's consent to such assignment by Convention Center Management shall not be required if it is an assignment to any corporation or other entity of which the principal shareholder is Warren L. Reuther, Jr.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

WITNESSES:

ATTEST:
CITY OF NATCHITOCHES

LEE POSEY, Mayor

WITNESSES:

ATTEST:

CONVENTION CENTER MANAGEMENT, LLC

WARREN L. REUTHER, JR., Manager

Exhibit A

List of Scheduled Events

SAB End of Year Banquet	05/01/2014
Summer Splash	05/01/2014
2 nd Annual James Donaway Scholarship	05/02/2014
Natchitoches Central Prom	05/03/2014
Tiger Athletic Association All Sports Banquet	05/06/2014
Glamorama Fashion Show	05/09/2014
CCA Louisiana North Chapter Banquet	05/14/2014
CSI	05/15/2014
NLANIGP Reverse Trade Show	05/21/2014
Fleur De Lis Memorial Day Craft Show	05/24/2014
Brossett and Dellucci Wedding	05/30-05/31/2014
Goodwill Industries	06/05/2014
Smith Wedding Reception	06/06-06/07/2014
Shekinah Glory Ministries	06/13-06/15/2014
Fontenot/Walsh Wedding	06/14/2014
Player Safety Symposium	06/20/2014
LA Sports Hall of Fame Induction Ceremony	06/21/2014
LA Annual Preservation Conference	06/26/2014
Pellerin/Payne Wedding	06/28/2014
LNC Reunion	07/05/2014
Coalition of Louisiana Animal Advocates	07/12/2014
Lillie Mai Telsede Reunion	07/18/2014
YBP Family Reunion	07/18/2014
Trichel Wedding	07/19/2014
CSI/FIRE Nupoint	07/23-07/24/2014
Stepp/Dupoint Wedding	07/25-07/26/2014
Louisiana Children.org Meeting	07/30/2014
LAMMICO	07/31/2014
Krewe of Dionysos Summer Party	08/02/2014
Tricentennial Arts Show	08/08-09/14/2014
Summer Dance	08/16/2014
Pipeline Awareness Meeting	08/19/2014
CSI Loan User Meeting	08/21/2014
Natchitoches Chamber LACCE Fall Conference	08/21-08/22/2014
Zelma Moffett Surprise Birthday	08/23/2014
Beard Wedding	09/13/2014
District 8L Lions Club Annual Meeting	09/20/2014
CSI DDA Options	09/24/2014
Women's Resource Center Gala	09/25/2014
Delta Waterfowl Banquet	10/02/2014
Verbatim Reporters of LA – VRLA	10/04/2014
Johnson/Carr Wedding	10/10-11/14/2014

Cashmere International Bridal Show	10/18/2014
Rhone Wedding	10/25/2014
2013 Code of Governance Ethics Testing	10/29/2014
City Marshall Election Party	11/04/2014
Ducks Unlimited Banquet	11/13/2014
Garner Wedding	11/14-11/15/2014
Major/Williams Wedding	11/21-11/22-2014
Fleur De Lis Christmas Craft Show	11/29/2014
Les Amies Christmas Treasures Craft Show	12/13/2014
Lott Oil Christmas Party	12/13/2014
Krewe of Excellence Mardi Gras Ball	01/24/2015
Krewe of Dionysos Mardi Gras Ball	01/28-02/01/2015
Mystic Krewe de St. Denis Mardi Gras Ball	02/04-02/08/2015
Lilly/Osby Wedding	02/14/2015
NAI Region 6 Conference	03/02-03/04/2015
St. Pat's Dance	03/14/2015
Fleur de Lis Memorial Day Craft Show	05/2015
LA Sports Hall of Fame Induction Ceremony	06/2015

Exhibit A-1

List of Traditional Events

Mystic Krewe de St. Denis 12 th Night Party	January/February
Dolet Hills Lignite Company MSHA Refresher	4 Tuesdays in January
Krewe of Excellence Mardi Gras Ball	January or February
Krewe of Dionyos Mardi Gras Ball	January or February
Mystic Krewe de St. Denis Mardi Gras Ball	January or February
Region IV Social Studies Fair	February/March
Natchitoches Area Chamber of Commerce Awards	January/February
CASA Awareness Social	April
St. Pat's Dance	March
Natchitoches Hospital Gala	March
LABI Issues Conference (Chamber of Commerce)	March
City of Natchitoches Wellness Day	March
England Authority Planning Session	Second to last Friday in March
Natchitoches Central JROTC Awards Banquet	Second Friday in April
Boys & Girls Club Steak and Burger Event	April
Natchitoches Central High Prom	First Weekend of May
Summer Splash	Second Week of May
Fleur de Lis Memorial Day Craft Show	Saturday before Memorial Day
Louisiana Sports Hall of Fame Induction Ceremony	Saturday before Father's Day
American Cancer Society Annual Fundraiser	August
Summer Dance	Saturday in August
Miss Merry Christmas Pageant	Sunday in September
Women's Resource Center Celebration of Life Fundraiser	Last Thursday in September
Ducks Unlimited Banquet	October/November
Delta Waterfowl Banquet	October/November
City of Natchitoches Employee Appreciation Luncheon	Wednesday before Thanksgiving
Fleur de Lis Christmas Craft Show	Saturday before Thanksgiving
Louisiana Clerks of Court Annual Meeting	First Week of December

Exhibit B

List of Inventory

	<u>Item</u>	<u>Quantity</u>
Rental Items	30" x 96" Rectangle Tables	106
	18" x 96" Classroom Tables	69
	60" Round Tables	90
	60" Half Round Tables	8
	Serpentine Tables	6
	Chairs	1,200
	8' Tall (Beige) Pipe and Drape	300
	8' Tall (Black) Pipe and Drape	40
	3' Tall (Beige) Pipe and Drape	300
	6' x 8' Pop Up Stage Units	12
	4' x 8' Bridge and Frame Stage Units	64
	Stage Unit Carts	4
	Bridge and Frame (Frames)	27
	Frame Carts on casters	3
	Podiums	5
	Hardwood Dance Floor (4' x 4' Units)	40
	Easels	8
	Flip Chart/Dry Erase Boards	6
	US Flags	2
	Louisiana Flags	2
	Entire Exhibit Hall Ceiling Drape (one hoop)	1
	Entire Exhibit Hall Ceiling Drape (five hoops)	1
	Exhibit Hall A & C Ceiling Drape (one hoop)	1
	Exhibit Hall A & C Ceiling Drape (three hoops)	1
	Half Hall Ceiling Drape (one hoop)	2
	Half Hall Ceiling Drape (two hoops)	1
	Quarter Hall Ceiling Drape (one hoop)	1
	Wired/Handheld Microphones	12
	Wireless Microphones	3
	Lapel Microphones	3
	Overhead Projector	1
	10' x 10' Projector Screens	2
	5' x 5' Projector Screens	6

	Television (24' Color TV) & DVD/VHS on cart	1
	LCD Projectors	5
	Piano	1
Administration Office		
	Woodhaven Desks	5
	Woodhaven Hutch	3
	Woodhaven Credenza	2
	Woodhaven Book Shelves	2
	Woodhaven two drawer file	2
	Woodhaven round guest table	1
	Leather guest chairs	8
	Rolling leather guest chairs	4
	File Cabinets	3
	Metal Storage Cabinet	1
	Dell Computers	6
	Fax Machine	1
	Phones (3com)	5
	Desk Chairs	5
	Padded Chairs	2
	Coffee Table	1
	Rug	1
	Metal Display Table	1
	Mini Refrigerator	1
	Microwave	1
	Community Coffee Maker	1
	Water Dispenser	1
Lobby/Pre Function		
	Leather Sofa	1
	Coffee Table	1
	Silk Greenery	2
	Wood/Slate Tile Table	1
	Stainless Steel Trash Cans	3
Boardroom		
	5' x 18' Table	1
	Rolling Chairs	20
	Silk Greenery	4
	Wooden Buffet	1
	Decorative Mirrors	2
	Padded Chair	1

	Mini Refrigerator	1
	Community Coffee Maker	1
Breakroom		
	Metal Desk	1
	Desk Chairs	2
	Full Size Refrigerator	1
	Dell Computer	1
	Phone (3com)	1
	Microwave	1
	Rolling Metal Cabinet	1
Operations Manager Office		
	Wooden Desk and Credenza	1
	Desk chair	1
	Dell computer	1
	HP computer	1
	Metal storage cabinet	1
Storage Room		
	Genie GS-324 30' Lift	1
	Nissan Fork Lift	1
	Nobles Strive Carpet Extractor	1
	Bissell Powergroom Helix Vacuum Cleaners	2
	Mastercraft 175 RPM 1 HP Buffer	1
	Nobles Speed Scrub for hard floors	1
	Nilfisk Advance Carpetriever 28 industrial vacuum cleaner	1
	Pallet Jack	1
	Ladder (10')	1
	Ladders (8')	2
	Ladder (6')	1
	Ladder (20' Extension)	1
	Rolling Drapes Frames (10' x 12')	5
	Black Drapes	15
	Ivory Drapes	15
	Clothing Racks	7
	Rectangle Table Carts (rolling)	5
	Round/Serpentine/Half Round Tables Carts (rolling)	5
	Round Table Carts (stackable)	4
	Rectangle Table Carts (stackable)	8
	Chair Carts (stackable)	12
	Collapsible Stage Stairs	2

	Static Stage Stairs	12
	Chair Dollies	4
	Pipe and Drape Carts	2
	Linen Steamer	1
	Dollies	3
Hallway		
	Padded Chairs	6
	Wooden/Glass Table	1
	Couch	1
	Silk Greenery	4
	Metal/Glass Table	1
HVAC Storage Room		
	Plastic Directional Signs	2
	A/V Carts	4
Electrical Room		
	Pams Minuteman 2400 Buffer	1
	Chrome Stantions/Velvet Ropes	6
Kitchen		
	Metro C200 Warmers	2
	Univex Mixer	1
	Microwave	1
	Edlund Can Opener	1
	Cres Cor Racks	2
	Southbend Convection Ovens	2
	Vulcan Grill	1
	Southbend Oven	1
	Star Max Fryers	2
	Safety Mats	5
	Wooden Storage Containers (on casters)	3
	Dish Caddys	2
	Rolling Metal Utility Racks	2
	Industrial Shelves (dishes)	3
	Commercial coffeemakers	6
	Beverage Carts	4
	Portable warmers	3
	Community Coffee Maker	1
	Community Coffee Tea Maker	1
	Bunn Tea Maker	1

	Coke-Cola Slide Door Coolers	3
	Follett Ice Machine (1,000 lbs. capacity)	1
	Hobart Commercial Dish Washer	1
	Stainless Steel Work Tables	3
Mechanical Storage Room		
	Industrial Shelves	4
	White Wooden Storage Cabinets	2
	Dry Air Technology Force 9 Air Movers	4
	Tascan Audio Box (CD 200i)	1
Misc.		
	No Parking Signs (2nd Street Circular Entrance)	4
	12' x 120' Custom Cut Carpet Rolls (Exhibit Hall)	10
	Chafing Dishes (rectangle)	25
	Chafing Dishes (round)	4
	Kitchen Utility Carts	5
	Juice Dispensers	8
	Water Dispenser	1

Exhibit C

List of Catering Commitments

<u>Caterer</u>	<u>Contract Renewal Date</u>
The Landing Restaurant 530 Front Street Natchitoches, Louisiana 71457 (318) 352-1579	June 1 ,2014
Lasyone's Meat Pie Restaurant 622 Second Street Natchitoches, Louisiana 71457 (318) 352-3353	June 1 ,2014
Maison Louisiane Catering 265 Celina Drive Natchitoches, Louisiana 71457 (318) 352-4911	June 1 ,2014
Sodexo 185 Sam Sibley Drive Natchitoches, Louisiana 71497 (318) 357-6451	June 1 ,2014
Tatae's Catering 441 St. Paul Church Road Natchez, Louisiana 71456 (318) 357-0384	June 1 ,2014
<u>Beverage Caterer</u>	
Charlie's Lakeside Liquor 5892 Highway 1 Bypass Natchitoches, Louisiana 71457	September 15, 2014

(318) 238-3004

The Filling Station
324 Rapides Drive
Natchitoches, Louisiana
71457
(318) 352-2337

September 15, 2014

Maggio's Fine Wine & Spirits
230 South Drive
Natchitoches, Louisiana
71457
(318) 352-3033

September 15, 2014

Murphy's Beverage Catering & Bartending Services
P.O. Box 5416
Natchitoches, Louisiana
71457
(318) 527-5416

September 15, 2014

Exhibit D

Operating Expenses

Operating Expenses shall mean the actual costs incurred by Convention Center Management for:

- a. employee payroll, benefits, and related costs
- b. costs of operating materials & supplies (including general office supplies)
- c. advertising, marketing, public relations costs, promotional materials development, promotional sales meetings, mailing costs, website development
- d. cleaning expenses
- e. data processing costs
- f. dues, subscription and membership costs
- g. service contracts
- h. printing and stationery costs
- i. postage and freight costs
- j. equipment rental costs
- k. maintenance and repair expenses
- l. security expenses
- m. telephone and communication charges
- n. travel expenses
- o. cost of employee uniforms and identification
- p. exterminator, garbage and waste oil removal costs
- q. utility expenses
- r. audit and accounting fees
- s. credit card/banking service fees
- t. catering expenses

The following Ordinance was introduced by Mr. Payne at the Natchitoches City Council meeting held on November 10, 2014 as follows:

ORDINANCE NO. 047 OF 2014

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR THE BRED A TOWN PARK PROJECT**

(BID NO. 0557)

WHEREAS, Resolution No.099 of 2014 was passed by the Natchitoches City Council on September 22, 2014 authorizing the Mayor to advertise for bids for the Breda Town Park Project (Bid No. 0557); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on September 25th, October 2nd, and October 9th, 2014, in accordance with law; and

WHEREAS, three bid proposals were received and opened as follows:

- | | |
|--|-------------|
| (1) Page Builders
Natchitoches, LA ----- | \$59,256.00 |
| (2) Martin Metal construction, LLC
Natchitoches, LA ----- | \$60,455.00 |
| (3) Regional Construction, LLC
Natchitoches, LA ----- | \$64,000.00 |

WHEREAS, on November 5, 2014 the appointed committee members of Pat Jones, Director of Finance, Edd Lee, Director of Purchasing, Randy LaCaze, Director of Community Development, Larry Payne, Councilman, and Randal Smoak, Engineer with Cothren, Graff, Smoak Engineering, reviewed the bids received; and

WHEREAS, the City of Natchitoches has been awarded funding for this project through Capital Outlay; and

WHEREAS, the awarding of this bid requires Facility Planning and Control concurrence prior to executing any contract or documents; and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, Page Builders of Natchitoches, LA in the amount of **\$59,256.00**, subject to Facility Planning and Control ; and

NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



COTHREN, GRAFF, SMOAK ENGINEERING, INC.

CIVIL ♦ ENVIRONMENTAL ♦ SANITARY ♦ STRUCTURAL ♦ MECHANICAL ♦ ELECTRICAL

FIRM LICENSE - LA 2636 ♦ AL 7531 ♦ TX 1754

6305 Westport Avenue ♦ Shreveport, Louisiana 71129-2499

Phone: 318-687-3732 ♦ Fax: 318-687-1049

D.B. GRAFF, P.E., P.L.S.**
K. RANDAL SMOAK, P.E.*
DAVID C. WILKINSON, P.E.

CONSULTANT
S.M. COTHREN, P.E., P.L.S.***

*Also licensed Engineer in AR, MS, TX
**Also licensed Engineer in AL, TN
***Also licensed Engineer in AR, MS

Natchitoches Office:
112 Horn Street
Natchitoches, LA 71457
Phone (318) 354-6888
Fax (318) 354-6888

October 27, 2014

Mr. Randy LaCaze
Director of Community Development
City of Natchitoches
P. O. Box 37
Natchitoches, Louisiana 71458

Re: City of Natchitoches
Breda Town Park
Bid No. 0557

Dear Randy:

We have reviewed the bids received Tuesday, October 21, 2014 for the referenced project and recommend that Page Builders be awarded the contract in the amount of \$59,256.00. Copies of the Bid Receipt and Bid Tabulation are attached for your files.

Upon the City Council's concurrence, I have enclosed four copies of the Notice of Award for signature. Please have all four signed, and return same to our office for further processing.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

COTHREN, GRAFF, SMOAK ENGINEERING, INC.

K. Randal Smoak, P.E.

KRS/cw

Enclosures

CITY OF NATCHITOCHES

BREDA TOWN PARK

BID DATE: OCTOBER 21, 2014
BID TIME: 2:00 P.M.

LICENSE	CONTRACTOR	AMOUNT OF BID
#		
40486	REGIONAL CONSTRUCTION Natchitoches, Louisiana	\$64,000.00
44534	PAGE BUILDERS Natchitoches, Louisiana	\$59,256.00
	MARTIN METAL CONSTRUCTION Natchitoches, Louisiana	\$60,455.00
		\$

COTHREN, GRAFF, SMOAK ENGINEERING, INC.
6305 Westport Avenue, Shreveport, Louisiana 71129
318-687-3732

[illegible]

\$0.00

A circular professional engineer seal for the State of Louisiana. The outer ring contains the text "STATE OF LOUISIANA" at the top and "CIVIL ENGINEERING" at the bottom. Inside the ring, the name "KARE RANDAL SMOAK" is at the top, "REG. NO. 22024" is in the center, and "REGISTERED PROFESSIONAL ENGINEER" is at the bottom. A small star is located to the right of the name.

K. Randal Smoak
K. Randal Smoak, P.E.

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on November 10, 2014 as follows:

ORDINANCE NUMBER 048 OF 2014

AN ORDINANCE APPROVING THE ACQUISITION OF A STRIP OF GROUND ON THE WEST SIDE OF ST. DENIS CONDOMINIUMS, FOR THE CONSIDERATION OF CERTAIN IN KIND CONTRIBUTIONS, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE AN ACT OF TRANSFER FOR THE ACQUISITION OF THE STRIP OF GROUND AND ALL RELATED DOCUMENTS, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, 300 Mile Investments, LTD, et al, (sometimes hereinafter referred to as "300") is the owner of a tract of land located in the City of Natchitoches, being more particularly described as follows, to-wit:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, located within the block bounded by Front Street, Lafayette Street, Second Street, being 1,440 square feet, more or less, and being shown and depicted on a survey by Robert Davis, dated November 4, 2014, and being described thereon as follows, to-wit:

From the intersection of the southernmost right of way of Lafayette Street and the westernmost right of way of Front Street thence North 82 degrees 27 minutes 50 seconds West a distance of 202.02 feet to Point "1", being the point of beginning of the subject tract; thence from the point of beginning South 8 degrees 32 minutes 46 seconds West a distance of 174.04 feet to Point "2"; thence North 80 degrees 56 minutes West a distance of 8.9 feet to Point "3"; thence North 8 degrees 52 minutes 20 seconds East a distance of 162.14 feet to Point "4"; thence on a curve to the right having a range of 12.95 feet, a length of 15.22 feet; CHB of North 42 degrees 17 minutes 42 seconds East and a CHD of 14.36 feet to Point "1" being the point of beginning, all as more fully shown on the plat by Davis (sometimes hereinafter referred to as "300 Property"); and

WHEREAS FURTHER, the City is the record fee owner of property to the West of the above described property, which said City owned property may sometimes hereinafter be referred to as "City Property"; and

WHEREAS FURTHER, the City is in the process of conveying the City Property to a developer for the construction of a hotel; and

WHEREAS FURTHER, the 300 Property is currently not being used by 300 and in an effort to deliver as large a hotel site as possible, the City has negotiated with St. Denis Condominium Association for the acquisition of the 300 property; and

WHEREAS FURTHER, in exchange and consideration for the transfer of the 300 property, the City has agreed to undertake the following:

1) Construct a fence on the eastern boundary of the property being acquired by the City.

2) Construct a fence along the northern and southern boundaries of the parking lot located to West of the St. Denis Condominiums, said fencing to run from the Northeast corner of the 300 Property to the building and from the Southeast corner of the 300 Property to the building.

3) Construct an enclosure for a trash dumpster to be located on the Northwest corner of the St. Denis Condominiums property.

WHEREAS FURTHER, it is understood and agreed that the fencing to be constructed by the City shall be brick columns and metal and shall be of similar type and construction as other fencing installed by the City in the historic district

WHEREAS FURTHER, in consideration of the forgoing commitment by the City, 300 agrees to convey to the City the 300 Property.

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the acquisition of the additional property will enhance and provide additional ground for the hotel project; and

WHEREAS FURTHER, the Mayor and City Council have studied the matter and have concluded that the acquisition of the tract of land described above would be in the best interest of the City, its citizens, and the general public; and

NOW THEREFORE BE IT ORDAINED by the City Council in regular session convened as follows:

I. That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute an Act of Transfer on behalf of the City, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the City in substantial compliance with the general terms and conditions set forth in this Ordinance in order to acquire the property described as follows, to-wit:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, located within the block bounded by Front Street, Lafayette Street, Second Street, being 1,440 square feet, more or less, and being shown and depicted on a survey by Robert Davis, dated November 4, 2014, and being described thereon as follows, to-wit:

From the intersection of the southernmost right of way of Lafayette Street and the westernmost right of way of Front Street thence North 82 degrees 27 minutes 50 seconds West a distance of 202.02 feet to Point "1", being the point of beginning of the subject tract; thence from the point of beginning South 8 degrees 32 minutes 46 seconds West a distance of 174.04 feet to Point "2"; thence North 80 degrees 56 minutes West a distance of 8.9 feet to Point "3"; thence North 8 degrees 52 minutes 20 seconds East a distance of 162.14 feet to Point "4"; thence on a curve to the right having a range of 12.95 feet, a length of 15.22 feet; CHB of North 42 degrees 17 minutes 42 seconds East and a CHD of 14.36 feet to Point "1" being the point of beginning, all as more fully shown on the plat by Davis.

II. That the Mayor be and he is hereby authorized to have all of the necessary legal documents and instruments prepared at once and that this transaction be closed as soon as this

Ordinance is final.

III. That if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

IV. That this Ordinance shall go into effect immediately after publication according to law.

VI. That all Ordinances in conflict herewith are hereby repealed.

VII. That this Ordinance be advertised in accordance with law.

VIII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the _____ day of _____, 2014, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the _____ day of _____, 2014.

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to
-wit:

RESOLUTION NUMBER 109 OF 2014

**A RESOLUTION APPROVING THE ADVERTISEMENT TO
CONSTRUCT A NEW FUEL FARM AT THE NATCHITOCHES
REGIONAL AIRPORT, CITY OF NATCHITOCHES
LA DOTD PROJECT NO. H.011252
BID NO. 0559**

WHEREAS, the City Council of the City of Natchitoches, Louisiana, (sometimes hereinafter "City"), authorized the Mayor of the City of Natchitoches, Louisiana to advertise for construction for the Natchitoches Regional Airport; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, authorized the Mayor of the City of Natchitoches, Louisiana to advertise for construction bids once the State Fire Marshal has approved the plans and LA DOTD request that the project be advertised; and

WHEREAS FURTHER, the work described in the Contract Documents will enhance the Natchitoches Regional Airport; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the Contract Documents, which is attached hereto, and has approved it for and does desire to advertise for construction bids; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is the best interest of the City to advertise for construction bids; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Lee Posey, to advertise for construction bids; and

WHEREAS FURTHER, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; Larry Cooper, Airport Manager, are to review and make a recommendation of the bids received.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened, that Mayor Lee Posey, be and is hereby authorized, directed and empowered to advertise for construction bids to be opened at the City of Natchitoches Purchasing Department located at 1400 Sabine St., Natchitoches, LA, at a date to be determined pending the approval from the LA State Fire Marshal.

BE IT FURTHER RESOLVED that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 10th day of November, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 110 OF 2014

**A RESOLUTION COMMITTING FUNDING FOR THE BREDA TOWN PARK
RENOVATION PROJECT
FP&C PROJECT NO. 50-MK9-06-09**

WHEREAS, the City of Natchitoches desires to implement the Breda Town Park Renovation Project, FP&C Project No. 50-MK9-06-09; and

WHEREAS, the State of Louisiana through the Division of Administration has provided Capital Outlay funding for the project in the amount of **\$49,000.00**; and

WHEREAS, the City of Natchitoches has budgeted funds in the amount of **\$25,600.00** in the City General Fund budget effective June 1, 2014 to address the total funding requirement; and

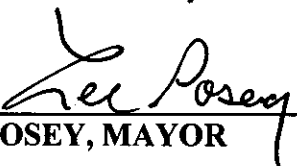
WHEREAS, the Breda Town Park Renovation Project is in the best interest of the City and will guarantee that the Park will be available for the youth of our community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the City has budgeted the required funds for the project and that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute any and all documents required to complete this valuable project.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 10th day of November, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to -wit:

RESOLUTION NO. 111 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO AN AGREEMENT WITH NOWLIN AND LEMOINE, L.L.C., BEING AN AMENDMENT TO THAT AGREEMENT PROVIDING FOR IMPROVEMENTS TO ALLOW REROUTING OF FREIGHT DELIVERIES IN ORDER TO REMOVE ENCUMBRANCE ON PROPERTY ON WHICH A HOTEL WILL BE CONSTRUCTED.

WHEREAS, Nowlin & Lemoine, L.L.C. (sometimes hereinafter referred to as "Nowlin") and the City of Natchitoches (sometimes hereinafter "City") entered into an Agreement dated June 27, 2011 (sometimes hereinafter "Agreement"), wherein the City agreed to undertake certain improvements in rights of way associated with Second Street, Ducournau Street and a new right of way connecting Second Street with Ducournau Street the goal of said improvements being to prevent the disruption of deliveries of freight to the rear property line of Nowlin; and

WHEREAS FURTHER, under the terms of the Agreement the City agreed to undertake the following:

- 1) Widen the travel lane of Second Street in that area across from the northern end of the new right of way, which shall include the removal of the parking spot, reworking of the curbing in front of the Natchitoches Events Center, and re-location of light poles in the vicinity, all as shown on the set of drawings attached hereto as Exhibit "A".
- 2) Increase the hard surface travel lane of the right of way of Ducournau Street to 30 feet, said hard surface being sufficient to handle to operation of tractor trailers.
- 3) Improve and relocate drainage pipes and catch basins in accordance with the set of drawings attached hereto as Exhibit "B" and "B-1".
- 4) Develop a new right of way from Second Street to Ducournau Street within the area being acquired from City Bank & Trust Company in accordance with the set of drawings attached hereto as Exhibit "B" and B-1".

WHEREAS FURTHER, the City has completed the above described work, with the exception of the work described in item 1 above (sometimes hereinafter described as "Second Street Reconfiguration"); and

WHEREAS FURTHER, in consideration of the forgoing commitment by the City, Nowlin agreed to undertake the following:

- 1) Upon completion of development of new access by City, execute an instrument sufficient to release any right or servitude that Nowlin may have over the City Property, said instrument to be substantially in the form of the instrument attached hereto as Exhibit "D".

2) Grant a temporary construction easement and a permanent drainage easement for the placement of a new rollover catch basin within Ducournau Street and related drainage improvements on Nowlin Property in accordance with the set of drawings attached hereto as Exhibit "B", said instrument to be substantially in the form of the instrument attached hereto as Exhibit "E".

WHEREAS FURTHER, the parties are hopeful that the newly developed right of way will be adequate for freight deliveries as contemplated in the Agreement, and that the sidewalk and lights in front of the Natchitoches Events Center will not have to be disturbed; however, there has not been sufficient traffic on the new right of way to determine if the access will be adequate without the Second Street Reconfiguration; and

WHEREAS FURTHER, the City desires that the Release of Servitude and Agreement, referenced as Exhibit "D" above, be executed so that it may transfer title of its property free and clear of the Servitude which now exits; and

WHEREAS FURTHER, Nowlin desires to execute the Release of Servitude and Agreement in order to accommodate the City; however, Nowlin does not desire to release any rights that it may have under the Agreement due to the uncertainty of the adequacy of the new right of way; and

WHEREAS FURTHER, Nowlin will execute the Release of Servitude and Agreement in exchange for a continuing commitment from the City that it will complete the Second Street Reconfiguration if the new right of way is inadequate to handle freight traffic; and

WHEREAS FURTHER, Nowlin shall have the sole right and authority to declare the new right of way inadequate for traffic, and if Nowlin so declares, the City shall undertake the Second Street Reconfiguration as shown on the Attached Exhibit "A"; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Agreement with **Nowlin & Lemoine, L.L.C.**

BE IT FURTHER RESOLVED that the terms of the Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 10th day of November, 2014.



LEE POSEY, MAYOR

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

AGREEMENT

BE IT KNOWN, that on this the 9 day of January, 201⁵, before me, the undersigned Notary Public and subscribing witnesses, came and appeared:

CITY OF NATCHITOCHES, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of P. O. Box 37, Natchitoches, Louisiana, represented herein by its duly authorized undersigned Mayor, Lee Posey,

(hereinafter sometimes referred to as "City")

AND

Nowlin & Lemoine, L.L.C., a limited liability company formed under the provisions of LSA-R.S. 12:1301, et seq, domiciled in Natchitoches Parish, Louisiana, with mailing address for tax purposes of 1005 Williams Avenue, Natchitoches, Louisiana, 71457, represented herein by Rickey Louis Nowlin, its sole manager and member

(hereinafter sometimes referred to as "Nowlin");

BOTH OF WHOM DECLARED AS FOLLOWS:

WHEREAS, Nowlin and the City entered into an Agreement dated June 27, 2011 (sometimes hereinafter "Agreement"), wherein the City agreed to undertake certain improvements in rights of way associated with Second Street, Ducournau Street and a new right of way connecting Second Street with Ducournau Street the goal of said improvements being to prevent the disruption of deliveries of freight to the rear property line of Nowlin; and

WHEREAS FURTHER, under the terms of the Agreement the City agreed to undertake the following:

- 1) Widen the travel lane of Second Street in that area across from the northern end of the new right of way, which shall include the removal of the parking spot, reworking of the curbing in front of the Natchitoches Events Center, and re-location of light poles in the vicinity, all as shown on the set of drawings attached hereto as Exhibit "A".
- 2) Increase the hard surface travel lane of the right of way of Ducournau Street to 30 feet, said hard surface being sufficient to handle to operation of tractor trailers.
- 3) Improve and relocate drainage pipes and catch basins in accordance with the set of drawings attached hereto as Exhibit "B" and "B-1".
- 4) Develop a new right of way from Second Street to Ducournau Street within the area being acquired from City Bank & Trust

Company in accordance with the set of drawings attached hereto as Exhibit "B" and B-1".

WHEREAS FURTHER, the City has completed the above described work, with the exception of the work described in item 1 above (sometimes hereinafter described as "Second Street Reconfiguration"); and

WHEREAS FURTHER, in consideration of the forgoing commitment by the City, Nowlin agreed to undertake the following:

1) Upon completion of development of new access by City, execute an instrument sufficient to release any right or servitude that Nowlin may have over the City Property, said instrument to be substantially in the form of the instrument attached hereto as Exhibit "D".

2) Grant a temporary construction easement and a permanent drainage easement for the placement of a new rollover catch basin within Ducournau Street and related drainage improvements on Nowlin Property in accordance with the set of drawings attached hereto as Exhibit "B", said instrument to be substantially in the form of the instrument attached hereto as Exhibit "E".

WHEREAS FURTHER, the parties are hopeful that the newly developed right of way will be adequate for freight deliveries as contemplated in the Agreement, and that the sidewalk and lights in front of the Natchitoches Events Center will not have to be disturbed; however, there has not been sufficient traffic on the new right of way to determine if the access will be adequate without the Second Street Reconfiguration; and

WHEREAS FURTHER, the City desires that the Release of Servitude and Agreement, referenced as Exhibit "D" above, be executed so that it may transfer title of its property free and clear of the Servitude which now exits; and

WHEREAS FURTHER, Nowlin desires to execute the Release of Servitude and Agreement in order to accommodate the City; however, Nowlin does not desire to release any rights that it may have under the Agreement due to the uncertainty of the adequacy of the new right of way; and

WHEREAS FURTHER, Nowlin will execute the Release of Servitude and Agreement in exchange for a continuing commitment from the City that it will complete the Second Street Reconfiguration if the new right of way is inadequate to handle freight traffic; and

WHEREAS FURTHER, Nowlin shall have the sole right and authority to declare the new right of way inadequate for traffic, and if Nowlin so declares, the City shall undertake the Second Street Reconfiguration as shown on the Attached Exhibit "A"; and

NOW THEREFORE, the **City of Natchitoches**, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, and **Nowlin & Lemoine, L.L.C.**, do hereby agree as follows:



The City does hereby agree that it shall immediately undertake the Second Street Reconfiguration if and when called upon to do so by Nowlin, which shall include, but not necessarily be limited to, the travel lane of Second Street in that area across from the northern end of the new right of way, which shall include the removal of the parking spot, reworking of the curbing in front of the Natchitoches Events Center, and re-location of light poles in the vicinity, all as shown on the set of drawings attached hereto as Exhibit "A". During the period between receipt of a notice of inadequate right of way and completion of the Second Street Reconfiguration, the City shall implement whatever temporary traffic control measures that would be necessary to provide traffic access, including freight access, to the Nowlin properties.

Nowlin does hereby agree that it will execute an instrument sufficient to release any right or servitude that Nowlin may have over the City Property, said instrument to be substantially in the form of the instrument attached hereto as Exhibit "D".

The parties further agree that either party shall have the right to sue for specific performance to enforce the obligations that each party has undertaken together with the right of the party that is successful in such litigation to recover attorney fees.


THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 9 day of January, 2014₅.

ATTEST:

NOWLIN & LEMOINE, L.L.C.


By: Rickey Louis Nowlin

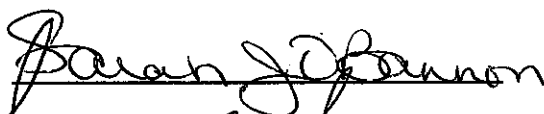



NOTARY PUBLIC

Daniel T. Murchison Jr.
30307

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 12 day of January, 2014₅.

ATTEST:

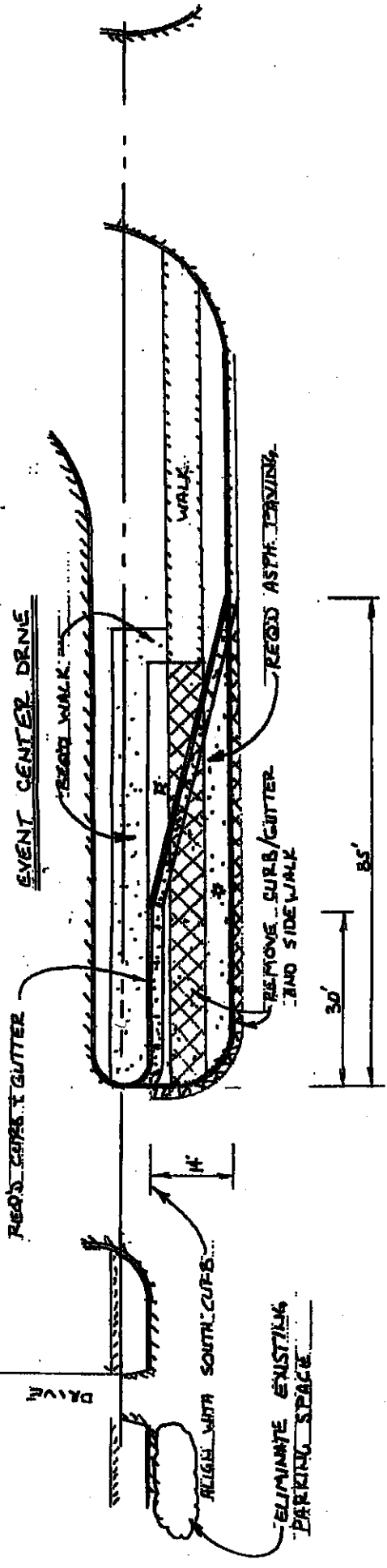
CITY OF NATCHITOCHES, LOUISIANA


By: Lee Posey



NOTARY PUBLIC

Daniel T. Murchison, Jr.
30307



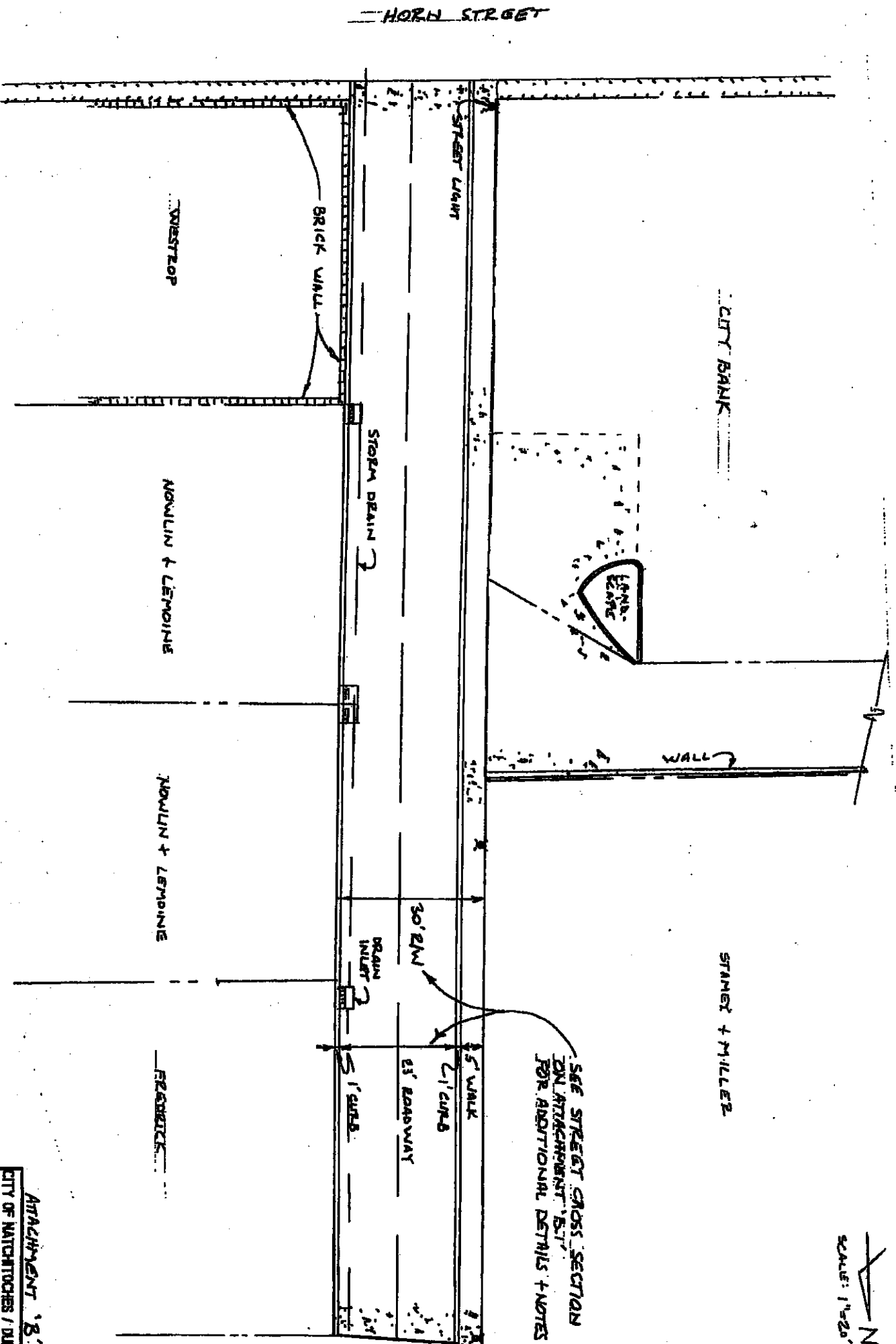
SECOND STREET CURB LINE MODIFICATIONS
SCALE: 1"=20'

ATTACHMENT 'A'
CITY OF NATCHITOCHES / DUCONAL STREET
NATCHITOCHES, LOUISIANA

DATE	2008	REVISION	
BY			
CHECKED			
DESIGNED			
IN CHARGE			
DATE	05/14/08	SCALE	AS SHOWN
PROJECT	CITY OF NATCHITOCHES / DUCONAL STREET		
PROJECT NO.	11000		
DATE	05/14/08	SCALE	AS SHOWN
PROJECT	CITY OF NATCHITOCHES / DUCONAL STREET		
PROJECT NO.	11000		

COTTON, GRAY, SPAN, ENGINEERS, INC.
COTTON, GRAY, SPAN, ENGINEERS, INC.
1000 PINE STREET, SUITE 100
NATCHITOCHES, LOUISIANA 70450
PHONE: (504) 382-1100
FAX: (504) 382-1101
WWW.CSGE.COM

N
SCALE: 1"=20'



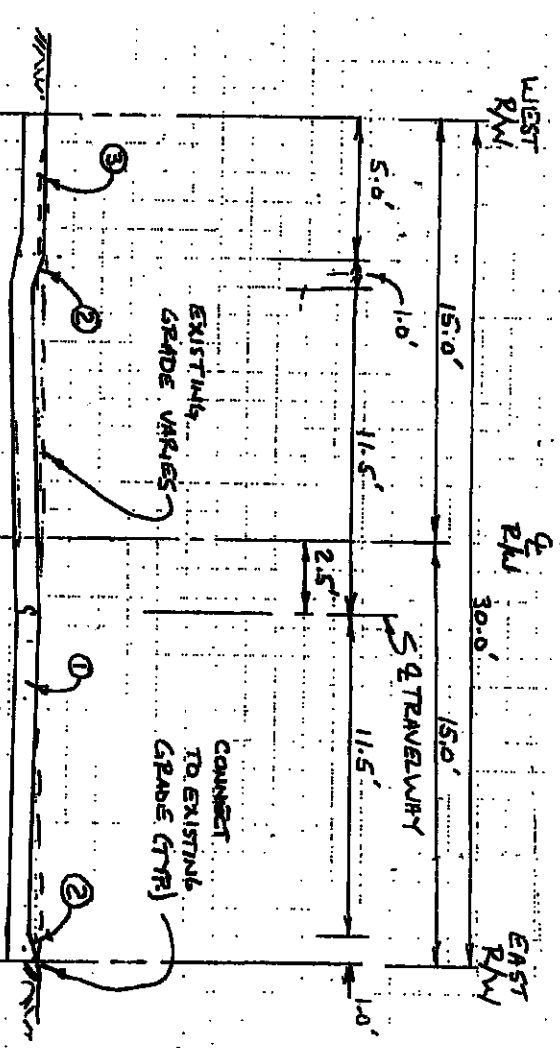
IMPROVEMENTS ALONG DU COURVAU

ATTACHMENT 'B'

CITY OF NATCHITOCHES / DISCONAU STREET
NATCHITOCHES, LOUISIANA

NO.	DATE	REVISION	BY
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CONTRACT, GRANT, SPECIAL ENGINEERING, INC.
1000 PINE STREET, SUITE 100, NATCHITOCHES, LA 70055
PHONE: (504) 782-1111 FAX: (504) 782-1112
WWW.CONTRACT-GRANT-ENGINEERING.COM
DATE: 10/1/2010 DRAWN: J. B. BROWN CHECKED: J. B. BROWN
SCALE: AS SHOWN SHEET 5/11



NOTE: FULL WIDTH OF R/W IS 8" THICK CONCRETE, DESIGNED AND USABLE FOR TRUCK MANEUVERING.

SECTION COMPONENTS

- ① 8" THICK CONCRETE PAVING
- ② 12" WIDE x 3" HIGH ROLL-OVER CURB (8" THICK)
- ③ 8" THICK CONCRETE SIDEWALK

PROPOSED STREET CROSS SECTION
DUCOURNEAU STREET

ATTACHMENT 8.1'

CITY OF MATCHBODIES / DUCOURNEAU STREET
MATCHBODIES, LOUISIANA

NO.	DATE	REVISION
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STATE OF LOUISIANA

PARISH OF NATCHITOCHES

RELEASE OF SERVITUDE AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that before the undersigned Notary Public and competent subscribing witnesses, at the places and on the dates hereinafter indicated personally came and appeared:

Nowlin & Lemoine, L.L.C., a limited liability company formed under the provisions of LSA-R.S. 12:1301, et seq, domiciled in Natchitoches Parish, Louisiana, with mailing address for tax purposes of 1005 Williams Avenue, Natchitoches, Louisiana, 71457, represented herein by Rickey Louis Nowlin, its sole manager and member (hereinafter sometimes referred to as "Nowlin");

WHO DECLARED AS FOLLOWS:

WHEREAS, Nowlin is the owner of a tract of land located in the City of Natchitoches, being more particularly described as follows, to-wit:

TRACT 1:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, together with all buildings and improvements thereon located, being a lot measuring 64.3 feet fronting on Front Street by depth of 332.0 feet, bounded North by property of Nowlin & Associates, L.L.C., South by property, now or formerly of Hughes, East by Front Street and West by Ducournau Street, being the same property acquired by Nowlin & Lemoine, L.L.C. from Rickey Louis Nowlin, et al, by deed recorded August 4, 1995, and recorded at Conveyance Book 504, page 17.

TRACT 2:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, together with all buildings and improvements thereon located, situated on the West side of Front Street and being described as having a width on Front Street of 58 feet, more or less, by a depth between equal and parallel lines of 308.3 feet, more or less, being described as bounded North by property owned by Janith C. Frederick and Emilyn H. Horton, South by property of Nowlin & Lemoine, L.L.C., West by Ducournau Street and East by Front Street.

Being the same property acquired by Nowlin & Lemoine, L.L.C. from Ducournau Square, Inc., by act recorded February 18, 1998, and recorded at Conveyance Book 528, page 82, and by Ducournau Square, Inc., from Peter Emanuel Cloutier, Jr. and Carolyn Glass Cloutier by deed dated July 28, 1981 and recorded in Conveyance Book 372, page 101. (sometimes hereinafter referred to collectively as "Nowlin Property"); and

WHEREAS FURTHER, the City of Natchitoches, Louisiana, (Sometimes hereinafter referred to as "City") is the record fee owner of property located at the Southeast corner of the intersection of Second Street and Lafayette Street, which property is more fully described as follows, to-wit:

That certain tract of ground shown, together with all buildings and improvements situated thereon, located in the City and Parish of Natchitoches, Louisiana, being more fully shown and depicted as Tract "A-1A" on a plat of survey by Robert L. Davis, dated February 9, 2010 (sometimes hereinafter referred to as "City

Property"); and

WHEREAS FURTHER, the City Property is bisected, North to South by the former right of way of Ducournau Street, and that portion of Ducournau Street lying South of the intersection of Ducournau Street and Lafayette Street to the property line of Stamey & Miller Properties, L.L.C. on the West right of way of Ducournau Street and Emilyn M. Horton and Janith C. Frederick on the East right of way of Ducournau Street, which said portion of the right of way of Ducournau Street was abandoned by Ordinance Number 43 of 2006; and

WHEREAS FURTHER, Ordinance Number 43 of 2006 specifically reserved the right for "the continuance of vehicular traffic, including freight deliveries, to properties and businesses located along Ducournau Street and Front Street, between Front Street and Lafayette Street and Horn Street", and the business located on Nowlin Property currently receives freight deliveries across this portion of the former right of way of Ducournau Street; and

WHEREAS FURTHER, under the terms of an Agreement entered into by Nowlin and the City and dated the 27th day of June, 2011, Nowlin agreed to release and terminate the servitude or easement set forth in Ordinance Number 43 of 2006, upon the completion of a new roadway and related improvements as shown on the drawings attached to the above referenced Agreement which will allow freight delivery to the Nowlin Property; and

WHEREAS FURTHER, acknowledging the completion of the new roadway and related improvements as shown on the drawings attached to the above referenced Agreement which will allow freight delivery to the Nowlin Property, Nowlin desires to release and terminate the servitude or easement set forth in Ordinance Number 43 of 2006; and

NOW THEREFORE, Nowlin declares that for and in consideration of the set forth above and in the Agreement with the City of Natchitoches, dated June 27, 2011, as amended by Agreement dated this same date, Nowlin does hereby release and terminate any servitude, easement or right of passage that it may have over and across the City Property, including, but not limited to the easement set forth in Ordinance Number 43 of 2006.

And now comes and appears the City of Natchitoches for the purpose of acknowledging the release and termination of the servitude, easement and right of way and accepting same.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 9 day of January, 2014.
5

ATTEST:

NOWLIN & LEMOINE, L.L.C.


BY: Rickey Louis Nowlin



NOTARY PUBLIC

Daniel T. Murchison Jr

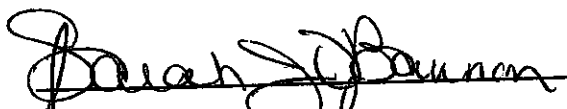

00307

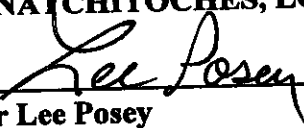
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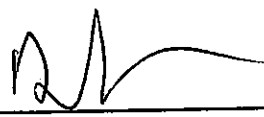
THUS DONE AND PASSED before the parties before the undersigned Notary Public and
subscribing witnesses, at Natchitoches, Louisiana, on this the 12 day of January, 2014

ATTEST:

CITY OF NATCHITOCHES, LOUISIANA


by: Mayor Lee Posey


NOTARY PUBLIC
Daniel T. Murchison, Jr.
20307

E

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

DRAINAGE EASEMENT AND SERVITUDE

KNOW ALL MEN BY THESE PRESENTS that before the undersigned Notaries Public and competent subscribing witnesses, at the places and on the dates hereinafter indicated personally came and appeared:

Nowlin & Lemoine, L.L.C., a limited liability company formed under the provisions of LSA-R.S. 12:1301, et seq, domiciled in Natchitoches Parish, Louisiana, with mailing address for tax purposes of 1005 Williams Avenue, Natchitoches, Louisiana, 71457, represented herein by Rickey Louis Nowlin, its sole manager and member (hereinafter sometimes referred to as "**Nowlin**" or "**GRANTOR**");

who declare that Grantor is the owner of certain property situated and located in the City and Parish of Natchitoches, Louisiana, being more fully described as follows:

TRACT 1:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, together with all buildings and improvements thereon located, being a lot measuring 64.3 feet fronting on Front Street by depth of 332.0 feet, bounded North by property of Nowlin & Associates, L.L.C., South by property, now or formerly of Hughes, East by Front Street and West by Ducournau Street, being the same property acquired by Nowlin & Lemoine, L.L.C. from Rickey Louis Nowlin, et al, by deed recorded August 4, 1995, and recorded at Conveyance Book 504, page 17.

TRACT 2:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, together with all buildings and improvements thereon located, situated on the West side of Front Street and being described as having a width on Front Street of 58 feet, more or less, by a depth between equal and parallel lines of 308.3 feet, more or less, being described as bounded North by property owned by Janith C. Frederick and Emilyn H. Horton, South by property of Nowlin & Lemoine, L.L.C., West by Ducournau Street and East by Front Street. Being the same property acquired by Nowlin & Lemoine, L.L.C. from Ducournau Square, Inc., by act recorded February 18, 1998, and recorded at Conveyance Book 528, page 82, and by Ducournau Square, Inc., from Peter Emanuel Cloutier, Jr. and Carolyn Glass Cloutier by deed dated July 28, 1981 and recorded in Conveyance Book 372, page 101.

(sometimes hereinafter referred to collectively as "**Nowlin Property**"); and

Grantor declares that for and in consideration of the agreement of the City of Natchitoches to agreeing to hold Grantor harmless from any damages which may arise from the placement of drainage structures and improvements within the easement area or use of the easement area, including, but not limited to attorney fees, to maintain the easement area, and for

the desire of Grantor to promote the welfare and safety of the City of Natchitoches, and its citizens; and

Nowlin, or Grantor, does hereby grant, give and convey unto:

CITY OF NATCHITOCHES, LOUISIANA, a municipal corporation, operating under a Home Rule Charter, domiciled in the City and Parish of Natchitoches, Louisiana, represented herein by Wayne McCullen, Mayor, under the authority of a Ordinance passed on the __ day of May, 2011; (hereinafter referred to as "City")

a right of way, servitude and easement over and across Grantor's property, and more particularly, over and across the following described property, to-wit:

A right of way and easement being shown and depicted on the attached sketch.

It is understood and agreed that the right of way and easement herein granted includes all of the area as shown on the attached sketch in red.

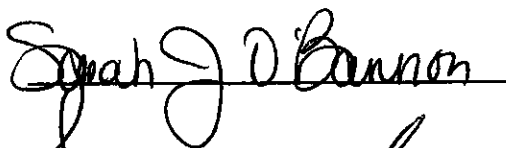
It is understood and agreed that the right of way, servitude and easement is for the purpose of allowing the City of Natchitoches and its assigns to locate drainage structures and improvements as are necessary, and to allow access and rights of ingress and egress for the purpose of constructing, maintaining, cleaning, repairing and replacing drainage structures and improvements and to have access and rights of ingress and egress for the purpose of maintaining the easement area.

The above easement does not convey any interest whatsoever to the oil, gas and other minerals, in, on, or under in the above described property.

This easement is for the sole benefit of the City of Natchitoches, and may not be assigned to third parties.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 27 day of June, 2011.

ATTEST:



CITY OF NATCHITOCHES, LOUISIANA


by: Mayor Wayne McCullen

NOWLIN & LEMOINE, L.L.C.


by: Rickey Louis Nowlin


NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 27 day of June, 2011.

ATTEST:

NOWLIN & LEMOINE, L.L.C.

Sarah J. Banna

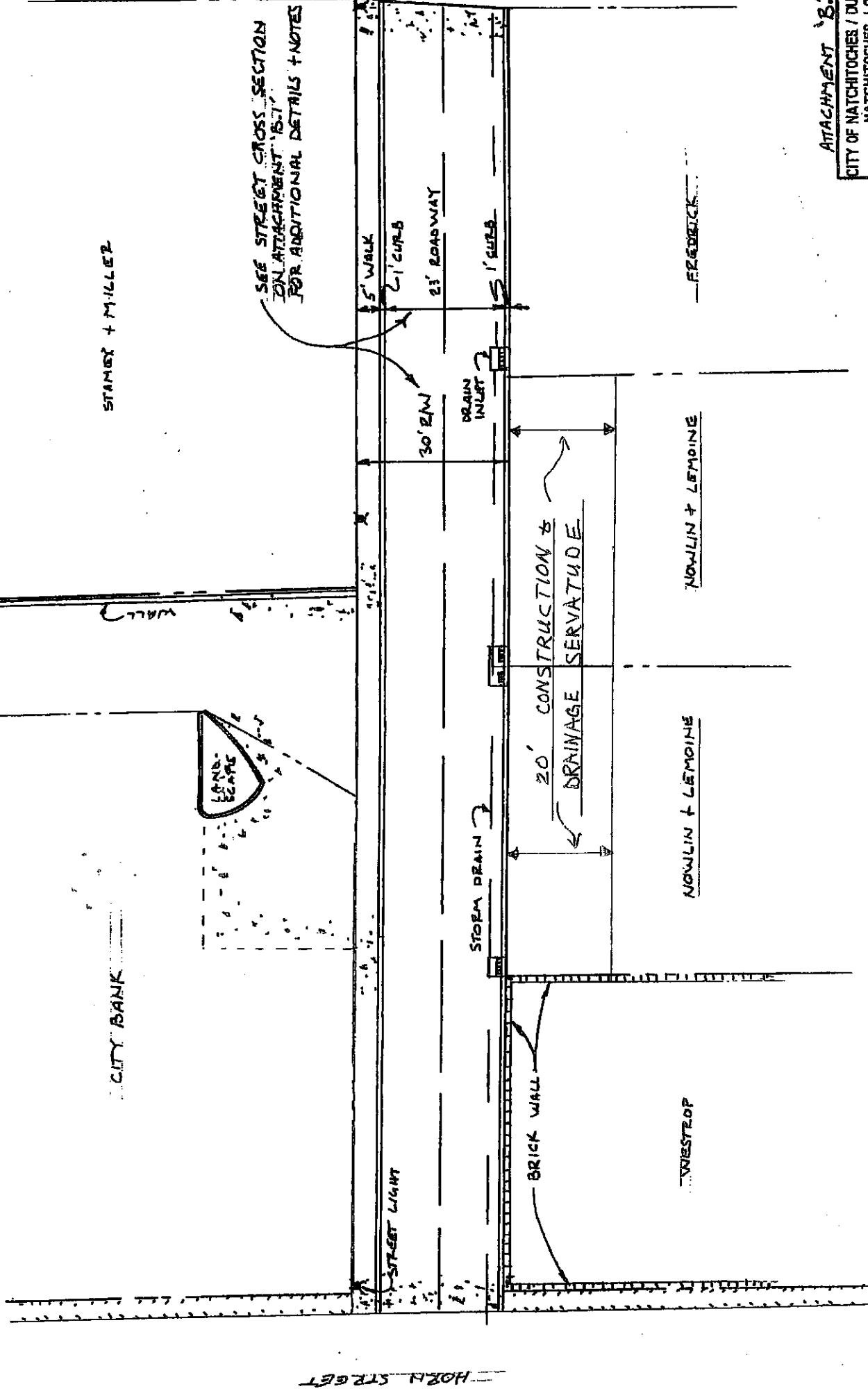
Rickey Louis Nowlin
by: Rickey Louis Nowlin

Kacie Blanchard

[Signature]

NOTARY PUBLIC

N
SCALE: 1"=20'



ATTACHMENT 'B.1'

CITY OF NATCHITOCHES / DURCIGNAU STREET
NATCHITOCHES, LOUISIANA

No.	Date	Revision	By

DESIGNED BY	DATE	SCALE	ASSIGNED	DATE	REV. NO.
JAMES K. B. S.	11/20/11	1"=20'	ASSIGNED	11/20/11	1

COTTON, GRANT, SHAW ENGINEERING, INC.
CITY OF NATCHITOCHES / DURCIGNAU STREET
NATCHITOCHES, LOUISIANA
1000 PINE STREET, SUITE 100
NATCHITOCHES, LA 70401
PHONE: 504-485-1111
FAX: 504-485-1112
WWW.CSGE.COM

IMPROVEMENTS ALONG DU COURNAU

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 112 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO AN AGREEMENT WITH JANITH C. FREDERICK AND EMILYN M. HORTON, BEING AN AMENDMENT TO THAT AGREEMENT PROVIDING FOR IMPROVEMENTS TO ALLOW REROUTING OF FREIGHT DELIVERIES IN ORDER TO REMOVE ENCUMBRANCE ON PROPERTY ON WHICH A HOTEL WILL BE CONSTRUCTED.

WHEREAS, Janith C. Frederick and Emilyn M. Horton (sometimes hereinafter referred to as "Frederick") and the City of Natchitoches (sometimes hereinafter "City") entered into an Agreement dated June 22, 2011 (sometimes hereinafter "Agreement"), wherein the City agreed to undertake certain improvements in rights of way associated with Second Street, Ducournau Street and a new right of way connecting Second Street with Ducournau Street the goal of said improvements being to prevent the disruption of deliveries of freight to the rear property line of Frederick; and

WHEREAS FURTHER, under the terms of the Agreement the City agreed to undertake the following:

- 1) Widen the travel lane of Second Street in that area across from the northern end of the new right of way, which shall include the removal of the parking spot, reworking of the curbing in front of the Natchitoches Events Center, and re-location of light poles in the vicinity, all as shown on the set of drawings attached hereto as Exhibit "A".
- 2) Increase the hard surface travel lane of the right of way of Ducournau Street to 30 feet, said hard surface being sufficient to handle to operation of tractor trailers.
- 3) Improve and relocate drainage pipes and catch basins in accordance with the set of drawings attached hereto as Exhibit "B" and "B-1".
- 4) Develop a new right of way from Second Street to Ducournau Street within the area being acquired from City Bank & Trust Company in accordance with the set of drawings attached hereto as Exhibit "B" and B-1".

WHEREAS FURTHER, the City has completed the above described work, with the exception of the work described in item 1 above (sometimes hereinafter described as "Second Street Reconfiguration"); and

WHEREAS FURTHER, in consideration of the forgoing commitment by the City, Frederick agreed to undertake the following:

- 1) Upon completion of development of new access by City, execute an instrument sufficient to release any right or servitude that Frederick may have over the City Property, said instrument to be substantially in the form of the instrument attached hereto as Exhibit "D".

2) Grant a temporary construction easement and a permanent drainage easement for the placement of a new rollover catch basin within Ducournau Street and related drainage improvements on Frederick Property in accordance with the set of drawings attached hereto as Exhibit "B", said instrument to be substantially in the form of the instrument attached hereto as Exhibit "E".

WHEREAS FURTHER, the parties are hopeful that the newly developed right of way will be adequate for freight deliveries as contemplated in the Agreement, and that the sidewalk and lights in front of the Natchitoches Events Center will not have to be disturbed; however, there has not been sufficient traffic on the new right of way to determine if the access will be adequate without the Second Street Reconfiguration; and

WHEREAS FURTHER, the City desires that the Release of Servitude and Agreement, referenced as Exhibit "D" above, be executed so that it may transfer title of its property free and clear of the Servitude which now exits; and

WHEREAS FURTHER, Frederick desires to execute the Release of Servitude and Agreement in order to accommodate the City; however, Frederick does not desire to release any rights that it may have under the Agreement due to the uncertainty of the adequacy of the new right of way; and

WHEREAS FURTHER, Frederick will execute the Release of Servitude and Agreement in exchange for a continuing commitment from the City that it will complete the Second Street Reconfiguration if the new right of way is inadequate to handle freight traffic; and

WHEREAS FURTHER, Frederick shall have the sole right and authority to declare the new right of way inadequate for traffic, and if Frederick so declares, the City shall undertake the Second Street Reconfiguration as shown on the Attached Exhibit "A"; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Agreement with **Janith C. Frederick** and **Emilyn M. Horton**.


BE IT FURTHER RESOLVED that the terms of the Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0

Nays on this 10th day of November, 2014.



LEE POSEY, MAYOR

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

AGREEMENT

BE IT KNOWN, that on this the 3 day of Dec, 2014, before me, the undersigned Notary Public and subscribing witnesses, came and appeared:

CITY OF NATCHITOCHES, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of P. O. Box 37, Natchitoches, Louisiana, represented herein by its duly authorized undersigned Mayor, Lee Posey,

(hereinafter sometimes referred to as "City")

AND

Janith C. Frederick Couvillion, formerly known as **Janith Couvillion**. **Frederick**, wife of Warren Couvillion, but dealing with her separate property herein, a resident of Natchitoches Parish, Louisiana, with mailing address for tax purposes of Post Office Box 119, Natchitoches, Louisiana, 71457, represented herein by her agent and attorney in fact, Luke Frederick, pursuant to the authority granted in that instrument recorded at Conveyance Book 660, page 104

and

Emilyn M. Horton, wife of Steve Horton, dealing herein with her separate and paraphernal property, a resident of the Parish of Natchitoches, Louisiana, with mailing address of tax purposes of Post Office Box 119, Natchitoches, Louisiana, 71457

(hereinafter sometimes referred to collectively as "**Frederick**");

BOTH OF WHOM DECLARED AS FOLLOWS:

WHEREAS, Frederick and the City entered into an Agreement dated June 22, 2011 (sometimes hereinafter "Agreement"), wherein the City agreed to undertake certain improvements in rights of way associated with Second Street, Ducournau Street and a new right of way connecting Second Street with Ducournau Street the goal of said improvements being to prevent the disruption of deliveries of freight to the rear property line of Frederick; and

WHEREAS FURTHER, under the terms of the Agreement the City agreed to undertake the following:

- 1) Widen the travel lane of Second Street in that area across from the northern end of the new right of way, which shall include the removal of the parking spot, reworking of the curbing in front of the Natchitoches Events Center, and re-location of light poles in the vicinity, all as shown on the set of drawings attached hereto as Exhibit "A".
- 2) Increase the hard surface travel lane of the right of way of

Ducournau Street to 30 feet, said hard surface being sufficient to handle to operation of tractor trailers.

3) Improve and relocate drainage pipes and catch basins in accordance with the set of drawings attached hereto as Exhibit "B" and "B-1".

4) Develop a new right of way from Second Street to Ducournau Street within the area being acquired from City Bank & Trust Company in accordance with the set of drawings attached hereto as Exhibit "B" and B-1".

WHEREAS FURTHER, the City has completed the above described work, with the exception of the work described in item 1 above (sometimes hereinafter described as "Second Street Reconfiguration"); and

WHEREAS FURTHER, in consideration of the forgoing commitment by the City, Frederick agreed to undertake the following:

1) Upon completion of development of new access by City, execute an instrument sufficient to release any right or servitude that Frederick may have over the City Property, said instrument to be substantially in the form of the instrument attached hereto as Exhibit "D".

2) Grant a temporary construction easement and a permanent drainage easement for the placement of a new rollover catch basin within Ducournau Street and related drainage improvements on Frederick Property in accordance with the set of drawings attached hereto as Exhibit "B", said instrument to be substantially in the form of the instrument attached hereto as Exhibit "E".

WHEREAS FURTHER, the parties are hopeful that the newly developed right of way will be adequate for freight deliveries as contemplated in the Agreement, and that the sidewalk and lights in front of the Natchitoches Events Center will not have to be disturbed; however, there has not been sufficient traffic on the new right of way to determine if the access will be adequate without the Second Street Reconfiguration; and

WHEREAS FURTHER, the City desires that the Release of Servitude and Agreement, referenced as Exhibit "D" above, be executed so that it may transfer title of its property free and clear of the Servitude which now exists; and

WHEREAS FURTHER, Frederick desires to execute the Release of Servitude and Agreement in order to accommodate the City; however, Frederick does not desire to release any rights that it may have under the Agreement due to the uncertainty of the adequacy of the new right of way; and

WHEREAS FURTHER, Frederick will execute the Release of Servitude and Agreement in exchange for a continuing commitment from the City that it will complete the Second Street Reconfiguration if the new right of way is inadequate to handle freight traffic; and

WHEREAS FURTHER, Frederick shall have the sole right and authority to declare the new right of way inadequate for traffic, and if Frederick so declares, the City shall undertake the Second Street Reconfiguration as shown on the Attached Exhibit "A"; and

NOW THEREFORE, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, and Janith C. Frederick and Emily M. Horton, do hereby agree as follows:

The City does hereby agree that it shall immediately undertake the Second Street Reconfiguration if and when called upon to do so by Frederick, which shall include, but not necessarily be limited to, the travel lane of Second Street in that area across from the northern end of the new right of way, which shall include the removal of the parking spot, reworking of the curbing in front of the Natchitoches Events Center, and re-location of light poles in the vicinity, all as shown on the set of drawings attached hereto as Exhibit "A". During the period between receipt of a notice of inadequate right of way and completion of the Second Street Reconfiguration, the City shall implement whatever temporary traffic control measures that would be necessary to provide traffic access, including freight access, to the Frederick properties.

Frederick does hereby agree that it will execute an instrument sufficient to release any right or servitude that Frederick may have over the City Property, said instrument to be substantially in the form of the instrument attached hereto as Exhibit "D".

The parties further agree that either party shall have the right to sue for specific performance to enforce the obligations that each party has undertaken together with the right of the party that is successful in such litigation to recover attorney fees.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 1st day of December, 2014.

ATTEST:

Rachael Byrd
Rachael Byrd

Emilyn M. Horton
Emilyn M. Horton

Adam Guigory
Adam Guigory

Janith C. Frederick Couvillion
By: Luke Frederick,
agent and attorney in fact

Suzanne F. Bolton
NOTARY PUBLIC



SUZANNE F. BOLTON
NOTARY PUBLIC # 66021
STATE OF LOUISIANA
NATCHITOCHES PARISH
My Commission Expires with Life

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 3 day of Dec, 2014.

ATTEST:

Sean J. O'Bannon
Lemua Blatte

CITY OF NATCHITOCHES, LOUISIANA

Lee Posey
By: Lee Posey

[Signature]
NOTARY PUBLIC



Serial: 1030

**CITY OF NATCHITOCHES / D'ARCONAU STREET
NATCHITOCHES, LOUISIANA**

COTTEMAN, GARY, BROOK, ENGINEER, INC.
 CONSULTING ENGINEERING AND ARCHITECTURAL
 1000 N. D'ARCONAU STREET, SUITE 100
 NATCHITOCHES, LA. 70555
 PHONE: (504) 385-1111 FAX: (504) 385-1112

DATE	CHG	CHK	TH	NO	REASON	DATE
10/26/94	CHG	CHK	TH	1000	1000	10/26/94

541 N

N
SCALE: 1"=20'

CITY BANK

STANLEY 71-64 +

52-476

SEE STREET CROSS SECTION
ON ATTACHMENT 'B'
FOR ADDITIONAL DETAILS + NOTES

44-38861-105

75025-572557

STORM DRAIN

BRICK WALL

...WESTROP

WILLIAM T. HENNING

3010437 + N17P047L

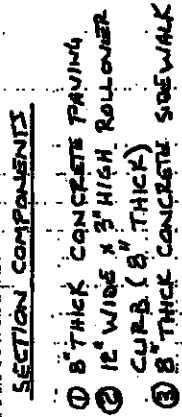
2024

ATTACHMENT 'B'

**CITY OF NATCHITOCHES / DUCOLNAU STREET
NATCHITOCHES, LOUISIANA**

CONCRETE, GOLF, SWAN ESTABLISHMENT, INC.
 One Commercial Center, Suite 100, Westborough, MA 01581
 Call for more info: 508-865-1111, 508-865-1112
 or fax: 508-865-1113 • E-mail: info@concretegolf.com

IMPROVEMENTS ALONG THE COURNAI



NOTE: FULL WIDTH OF T/W IS 8" THICK CONCRETE, DESIGNED AND USEABLE FOR TRUCK MANEUVERING.

SECTION COMPONENTS

- ① 8" THICK CONCRETE PAVING
- ② 12" WIDE X 3" HIGH ROLL-OVER CURB (8" THICK)
- ③ 8" THICK CONCRETE SIDEWALK

PROPOSED STREET CROSS SECTION
DUCOURNAU STREET

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

DRAINAGE EASEMENT AND SERVITUDE

KNOW ALL MEN BY THESE PRESENTS that before the undersigned Notaries Public and competent subscribing witnesses, at the places and on the dates hereinafter indicated personally came and appeared:

Janith C. Frederick, widow of John Frederick, a resident of Natchitoches Parish, Louisiana, with mailing address for tax purposes of Post Office Box 119, Natchitoches, Louisiana, 71457

and

Emilyn M. Horton, wife of Steve Horton, dealing herein with her separate and paraphernal property, a resident of the Parish of Natchitoches, Louisiana, with mailing address of tax purposes of Post Office Box 119, Natchitoches, Louisiana, 71457

(hereinafter sometimes referred to collectively as "**GRANTOR**");

who declare that Grantor is the owner of certain property situated and located in the City and Parish of Natchitoches, Louisiana, being more fully described as follows:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, located on Front Street, within the block bounded by Front Street, Lafayette Street, Ducournau Street and Horn Street, and having a frontage on Front Street of 76.7 feet and being bounded on the East by Front Street, on the North by property, owned now or formerly, by Natchitoches Motor Company, on the West by Ducournau Street, and on the South by property, owned now or formerly, by Cloutier.

Grantor declares that for and in consideration of the agreement of the City of Natchitoches to agreeing to hold Grantor harmless from any damages which may arise from the placement of drainage structures and improvements within the easement area or use of the easement area, including, but not limited to attorney fees, to maintain the easement area, and for the desire of Grantor to promote the welfare and safety of the City of Natchitoches, and its citizens; and

Janith C. Frederick and Emilyn M. Horton, or Grantor does hereby grant, give and convey unto:

CITY OF NATCHITOCHES, LOUISIANA, a municipal corporation, operating under a Home Rule Charter, domiciled in the City and Parish of Natchitoches, Louisiana, represented herein by Wayne McCullen, Mayor, under the authority of a Ordinance passed on the 9th day of May, 2011; (hereinafter referred to as "City")

a right of way, servitude and easement over and across Grantor's property, and more particularly, over and across the following described property, to-wit:

A right of way and easement being (insert description from sketch)

It is understood and agreed that the right of way and easement herein granted includes all of the area as shown on the attached sketch in red.

It is understood and agreed that the right of way, servitude and easement is for the purpose of allowing the City of Natchitoches and its assigns to locate drainage structures and improvements as are necessary, and to allow access and rights of ingress and egress for the purpose of constructing, maintaining, cleaning, repairing and replacing drainage structures and improvements and to have access and rights of ingress and egress for the purpose of maintaining the easement area.

The above easement does not convey any interest whatsoever to the oil, gas and other minerals, in, on, or under in the above described property.

This easement is for the sole benefit of the City of Natchitoches, and may not be assigned to third parties.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

DONE AND PASSED at my office in said Parish of Natchitoches, State of Louisiana, in the presence of Mark L. Roberts and Emily T. Settle, competent witnesses, and me, Notary Public, on this the 21st day of May, 2011.
June

WITNESSES:

[Signature]
Witness Signature

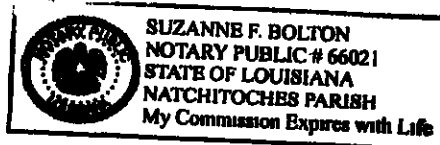
Mark L. Roberts
Printed Witness Name

[Signature]
Witness Signature

Emily T. Settle
Printed Witness Name

[Signature]
Janith C. Frederick
[Signature]
Emily M. Horton

[Signature]
Notary Name: _____
Notary No.: _____



STATE OF LOUISIANA

PARISH OF NATCHITOCHES

DONE AND PASSED at my office in said Parish of Natchitoches, State of Louisiana, in the presence of Stacy M. McQueary and Natasha M. Gaston, competent witnesses, and me, Notary Public, on this the 22nd day of June, 2011.

ATTEST:

**CITY OF NATCHITOCHES,
LOUISIANA**

Stacy M. McQueary

Wayne M. McCullen
By: Mayor Wayne McCullen

Natasha M. Gaston

Carol S. Stedman

Notary Name: Carol S. Stedman
Notary No.: 15781

CITY OF NATCHITOCHES
GENERAL FUND BUDGET REPORT
AS OF SEPTEMBER 30, 2014

	CURRENT MONTH				YEAR TO DATE			
	TOTAL	MONTHLY	(OVER)		YTD	UNREALIZED		PERCENT
	BUDGET 14/15FY	BUDGET *1	UNDER BUDGET	BUDGET	ACTUAL	ENCUM- BRANCES	AVAILABLE BALANCE	RECEIVED/ EXPENSED
REVENUE	14,327,247	1,193,937	965,044	(228,893.53)	3,898,983		10,428,264	27.21%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	537,294	44,775	40,753	4,021.92	149,496	1,959	385,839	28.19%
COMMUNITY DEVELOPMENT	707,327	58,944	69,512	(10,567.75)	239,266	26,912	441,149	37.63%
PLANNING & ZONING	247,631	20,636	15,839	4,796.79	61,080	1,574	184,977	25.30%
FIRE DEPARTMENT	3,221,660	268,472	236,519	31,952.95	853,794	2,512	2,365,355	26.58%
POLICE DEPARTMENT	4,847,710	403,976	322,762	81,213.71	1,229,577	2,009	3,616,124	25.41%
ANIMAL SHELTER	172,575	14,381	10,636	3,745.12	42,174	154	130,247	24.53%
PURCHASING	266,434	22,203	18,209	3,993.82	71,023	1,811	193,600	27.34%
CITY GARAGE	252,914	21,076	20,014	1,062.04	72,811	1,913	178,191	29.54%
RECREATION *2	742,201	61,850	68,560	(6,709.87)	349,737	31,010	361,454	51.30%
PUBLIC WORKS	1,218,565	101,547	104,839	(3,292.22)	363,992	104	854,469	29.88%
INDIRECT EXPENSE	1,961,537	163,461	107,260	56,201.49	653,210	10,674	1,297,653	33.85%
PROGRAMMING & PROMOTIONS	151,399	12,617	7,830	4,787.04	30,432	9	120,958	20.11%
TOTAL GENERAL FUND	14,327,247	1,193,937	1,022,732	171,205.04	4,116,589	80,641	10,130,017	29.30%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 33%
 % BUDGET EXPENDED 29%

CITY OF NATCHITOCHEES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF SEPTEMBER 30, 2014

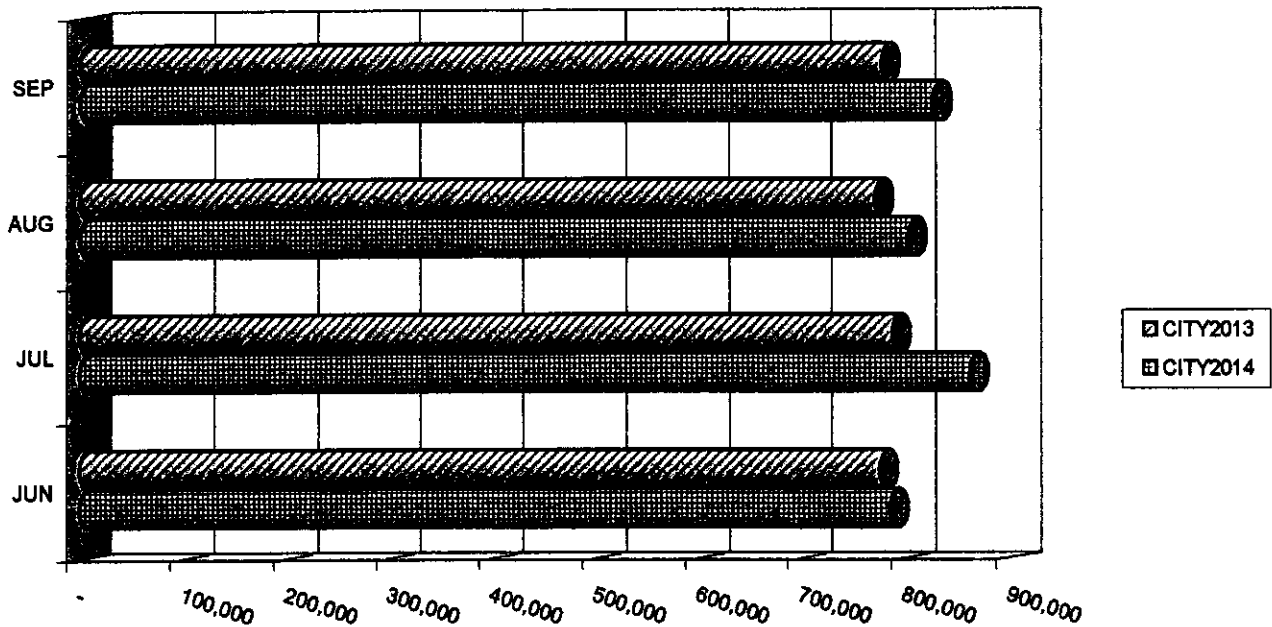
	CURRENT MONTH				YEAR TO DATE			
	TOTAL	(OVER)			UNREALIZED /			
	BUDGET	MONTHLY	UNDER		YTD	ENCUM-	AVAILABLE	PERCENT
	14/15 FY	BUDGET *1	ACTUAL	BUDGET	ACTUAL	BRANCES	BALANCE	EXPENSED
REVENUE	38,610,171	3,217,514	3,092,447	(125,067)	14,378,117		24,232,054	37.24%
EXPENDITURES								
DEPARTMENT:								
UTILITY ADMINISTRATION	358,857	29,905	30,202	(297)	109,686	1,067	248,104	30.86%
WATER	2,828,795	235,733	220,660	15,073	761,198	103,761	1,963,836	30.58%
SEWER	1,641,566	136,797	112,243	24,554	422,578	45,627	1,173,361	28.52%
ELECTRIC	23,629,199	1,969,100	1,891,086	78,014	5,650,004	1,674,390	16,304,805	31.00%
UTILITY BILLING	542,648	45,221	42,689	2,532	144,801	675	397,172	26.81%
INFORMATION TECH	333,850	27,821	17,019	10,801	67,881	10,533	255,436	23.49%
INDIRECT	9,275,256	772,938	631,296	141,642	3,010,842	42,776	6,221,637	32.92%
TOTAL UTILITY FUND	38,610,171	3,217,514	2,945,195	272,320	10,166,990	1,878,829	26,564,352	31.20%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED	33%
% BUDGET EXPENDED	31%

CITY OF NATCHITOCHES FISCAL YEAR SALES TAX COLLECTIONS

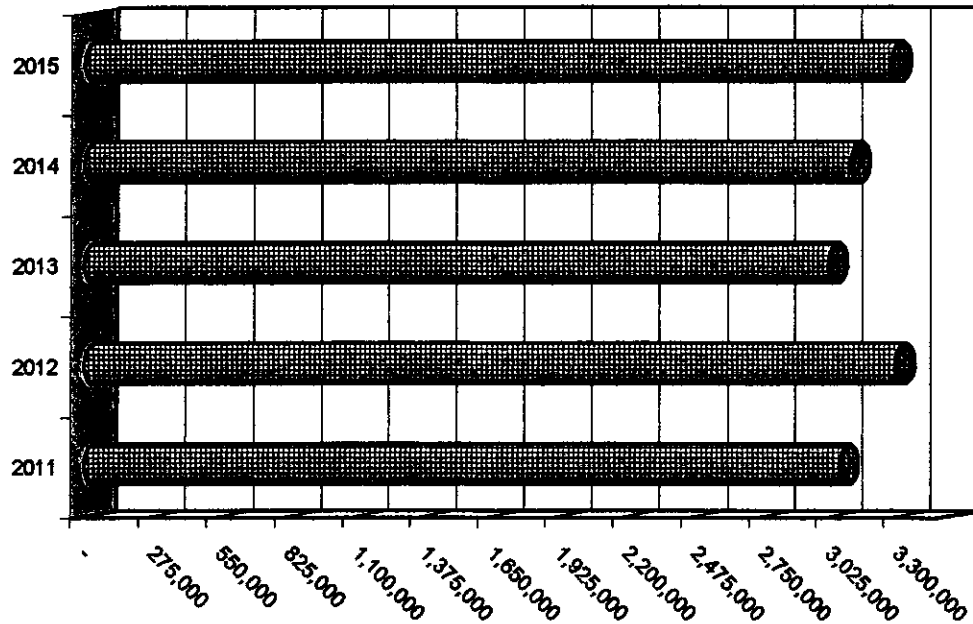


REVENUE BY MONTHS

PERIOD	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	DIFF 14/15	DIFF %
JUN	745,293	778,326	784,706	775,673	785,480	9,807	1.26%
JUL	833,927	925,940	787,124	788,242	862,486	74,244	9.42%
AUG	747,034	799,473	675,717	771,686	803,607	31,921	4.14%
SEP	739,153	788,812	773,754	778,205	827,996	49,791	6.40%

Prepared by: Natchitoches Tax Commission

CITY OF NATCHITOCHES FISCAL YEAR SALES TAX COLLECTIONS

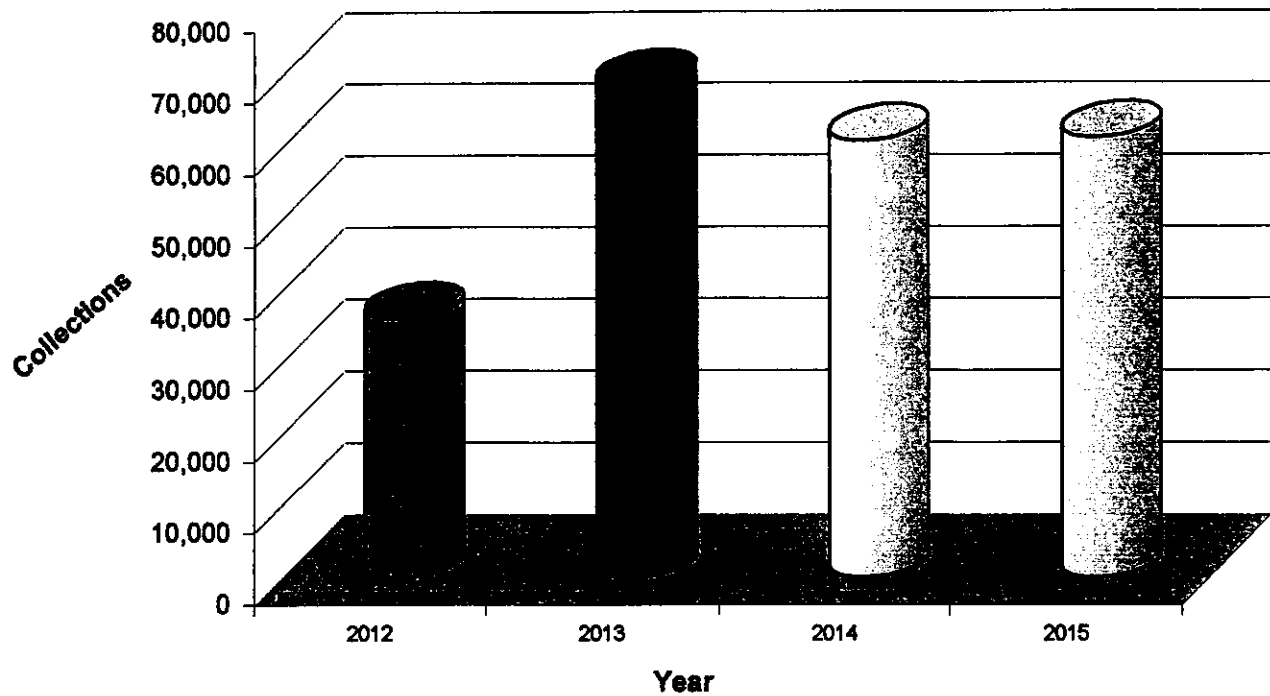


REVENUE YEAR TO DATE

PERIOD	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	DIFF 14/15	DIFF %
JUN	745,293	778,326	784,706	775,673	785,480	9,807	1.26%
JUL	1,579,220	1,704,266	1,571,830	1,563,915	1,647,966	84,051	5.37%
AUG	2,326,254	2,503,739	2,247,547	2,335,601	2,451,573	115,972	4.97%
SEP	3,065,407	3,292,551	3,021,301	3,113,806	3,279,569	165,763	5.32%

Prepared by: Natchitoches Tax Commission

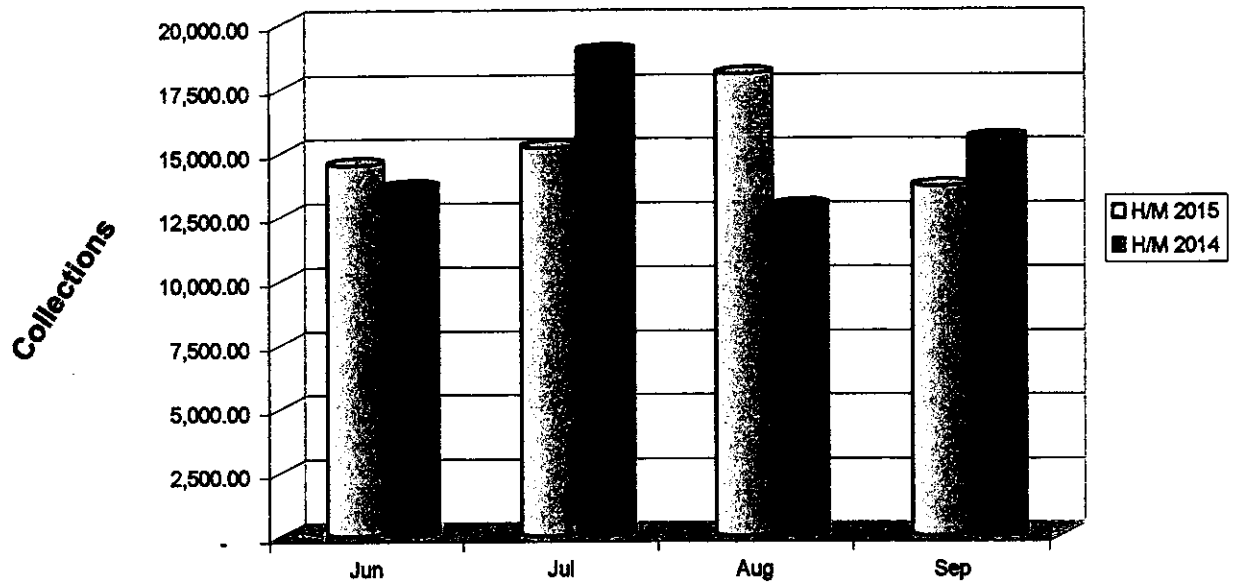
**City of Natchitoches
TIF-2%**



Period	2012	2013	2014	2015	DIFF 14/15	% DIFF
Jun	-	23,874.50	13,597.75	14,483.00	885.25	3.71%
Jul	-	39,719.48	32,503.18	29,621.53	(2,881.65)	-8.87%
Aug	19,047.82	53,647.93	45,346.23	47,625.87	2,279.64	5.03%
Sep	36,126.50	68,473.39	60,832.71	61,238.97	406.26	0.67%

City of Natchitoches

TIF 2%



Period	2012	2013	2014	2015	DIFF 14/15	% DIFF
Jun	0	23,874.50	13,597.75	14,483.00	885.25	3.71%
Jul	0	15,844.98	18,905.43	15,138.53	(3,766.90)	-23.77%
Aug	19,047.82	13,928.45	12,843.05	18,004.34	5,161.29	37.06%
Sep	17,078.68	14,825.46	15,486.48	13,613.10	(1,873.38)	-12.64%

Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. The General Fund summary as of September 30, 2014 the revenues were at 27.21% and expenditures at 29.30%, with 33% of the budget year elapsed. The heavy expenditure months are ahead and the finances will be watched closely. The Utility Fund revenues were at 37.24% and expenditures at 31.20%. Sales Tax Collections for September were 6.40% and 5.32% up according to the year to date report. The TIF for August was 12.64% down from last year. Motor Vehicle Sales were not available for this meeting.

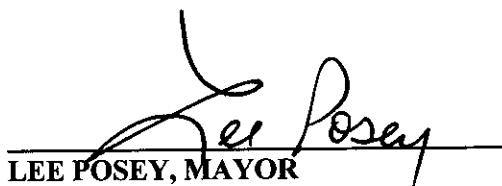
The offices of the City of Natchitoches will be closed tomorrow Tuesday, November 11, 2014 in observance of Veterans Day.

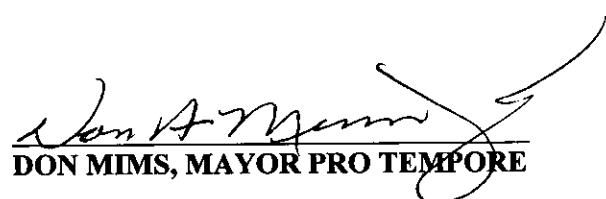
The City of Natchitoches offices will be closed Thursday, November 27 and Friday, November 28, 2014 for the Thanksgiving Holidays.

The next scheduled City Council meeting will be held on November 24, 2014.

With no further discussion, the Mayor made a motion for adjournment and all were in favor.

The meeting was adjourned at 5:55 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE